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ARTICLE 6
PROBLEM RESOLUTION, GRIEVANCE PROCEDURE
AND TIME LIMITS

STEP FOUR:

B. **Mediation.** The CTU and the District, by mutual agreement, may utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration. The objective is to find a mutually satisfactory resolution of the dispute. If both sides agree, a single mediator shall be chosen by the parties, provided, both the Union and the District may designate up to two ~~(2) grievances each per school year~~ for submission to the mediation process. A mediator may be chosen by the parties by informal means. If the parties cannot agree, the mediator shall be selected under the procedures of the American Arbitration Association, or any other mutually agreed upon agency or individual. Two (2) representatives of the CTU, and all necessary witnesses, shall receive their regular salaries or wages for the time spent in the grievance mediation proceeding, if during working hours.

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ARTICLE _____ (FKA Article 8)

CERTIFICATION/LICENSURE REQUIREMENTS, TEACHER EVALUATION AND PROCEDURE FOR NON-REAPPOINTMENT OF TEACHERS Teacher evaluation moved to its own Article –along w/ PAR, Mentoring and LPDC. This reflects changes to old Art. 8 only w/regard to certification, licensure, non-reappointment]

ARTICLE _____

TEACHER CONTRACTS, RE-EMPLOYMENT, NON RE-EMPLOYMENT

Section 1. Certification/Licensure Requirements, Teacher Contracts

(A) The board of education shall enter into written contracts for the employment and re-employment of all teachers. Contracts for the employment of teachers shall be of three types, limited contracts, extended limited contracts, and continuing contracts. Such written contracts shall set forth the teacher's duties and shall specify the salaries and compensation to be paid for regular teaching duties.

A. ~~(B)~~ If any changes in certification/licensure requirements for any position are to be implemented, the District shall notify the Union of the reasons such changes are necessary and shall also notify employees in advance before such changes are implemented.

B. ~~For certification/licensure, professional development shall be by state standards only. However, and notwithstanding any other provision of this Agreement, reasonable additional mandatory professional development, payable at the in service rate, may be required for teachers who have received a "substandard" year end Principal's Composite Evaluation. A professional improvement plan will be mutually designed between the individual and the Principal and any resulting professional development shall be paid at the in service rate.~~

C. The District will monitor individual certification/licensure requirements, send timely notice to individuals specifying what they must do to renew their certificates/licenses and provide reasonable and courteous assistance to individuals doing so. Individuals may also monitor their certification / licensure information via the Great Teachers and Leaders portal.

D. Certification/licensure applications shall be processed on at least a monthly basis.

E. For meetings of the Local Professional Development Committee (LPDC) held outside the regular school day, bargaining unit members shall be compensated at the Professional Development (In-Service Instructor) rate.

Section 2. Limited Contracts

"Limited contract" means a limited contract that the board of education enters into with a teacher who is not eligible for a continuing contract. The term of a limited contract for a teacher shall be as follows:

(A) In the case of a limited contract entered into prior to October 1, 2012:

(1) A limited contract shall not exceed five years.

(B) In the case of a limited contract entered into on or after October 1, 2012:

(1) An initial limited contract shall not exceed two years.

(2) Any subsequent limited contract shall not exceed five years.

Section 3. Procedure for Non-Reappointment of Teachers. Extended Limited Contracts

“Extended limited contract” means a limited contract that the board enters into with a teacher who is eligible for a continuing contract, but to whom a continuing contract has not been granted by the board.

~~To supersede statutory requirements regarding the evaluation of non-reappointment of teachers on limited contracts, the following procedures will prevail:~~

~~A. Principals and/or Supervisors shall have a conference with the teacher indicating improvable areas following any evaluation; at least one formal evaluation using the approved form must be conducted in each of the following periods in a school year: (1) the month of October; (2) the month of November and, (3) the month of February through the first two weeks of March. If a teacher is not present at work on the date and time of a scheduled pre-evaluation conference, formal evaluation, or post-evaluation conference, the time lines set forth in this article will be extended accordingly. If a teacher is not present at work for two (2) scheduled pre-evaluation conferences, formal evaluations, or post-evaluation conferences during a school year, the missed conference or evaluation shall be deemed waived.~~

~~B. Written reviews of the conferences are to be given to the teacher shortly after the conferences have taken place.~~

~~C. Upon final recommendation by the Principal/Administrator, that teacher will be given notice of recommendation of non-reappointment. A hearing shall be held by the designated Academic Superintendent with the teacher, CTU representative, Principal/Administrator.~~

~~D. If a recommendation is made by the Academic Superintendent that the teacher should not be reappointed, it will be transmitted to the CEO with a copy to the teacher.~~

~~E. The Union shall have the right to appeal to the CEO in cases of disagreement with the recommendation of the Academic Superintendent. The CEO may choose to refer the appeal to his/her designee.~~

~~F. The CMSD Board of Education has final authority regarding all non-reappointments per statutory time lines.~~

Section 4. Continuing Contracts

(A) A continuing contract is a contract that remains in effect until the teacher resigns, retire(s), or until it is terminated or suspended.

(B) A continuing contract shall be granted only to teachers who have provided notice of their eligibility, by submitting the Continuing Contract Request Form to Human Resources, by the fifteenth day of September of the year the teacher becomes eligible (the parties agree that "the year the teacher becomes eligible" means this is the third or seventh year depending upon when the initial educator license was issued) for a continuing contract and who have met one of the following criteria:

(1) The teacher holds a professional, permanent, or life teacher's certificate:

(2) The teacher meets the following conditions:

(a) The teacher was initially issued a teacher's certificate or educator license prior to January 1, 2011.

(b) The teacher holds a professional educator license issued under section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.

(c) The teacher has completed the applicable one of the following:

(i) If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former section 3319.22 or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;

(ii) If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former section 3319.22 or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board shall adopt.

(3) The teacher meets the following conditions:

(a) The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.

(b) The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.

(c) The teacher has held an educator license for at least seven years.

(d) The teacher has completed the applicable one of the following:

(i) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

(ii) If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

(C) Nothing in this section shall be construed to void or otherwise affect a continuing contract entered into prior to October 1, 2012.

Section 5. Supplemental Contracts

If the board authorizes compensation in addition to the salary paid under section 3311.78 of the Revised Code for the performance of duties by a teacher that are in addition to the teacher's regular teaching duties, the board shall enter into a supplemental written contract with each teacher who is to perform additional duties. Such supplemental written contracts shall be limited contracts and shall set forth the teacher's duties and specify the salaries and compensation to be paid for additional teaching duties, respectively.

Section 6. Reemployment Procedures of Teachers on Limited or Extended Limited Contracts

(A) The board of education shall enter into a limited contract with each teacher employed by the board who is not eligible to be considered for a continuing contract.

(B) Any teacher employed under a limited contract who is not eligible to be considered for a continuing contract is, at the expiration of such limited contract, considered re-employed under a one-year limited contract, unless the board gives such teacher written notice of its intention not to re-employ such teacher on or before the first day of June. The teacher is presumed to have accepted such employment under the teacher notifies the board in writing to the contrary on or before the tenth day of July.

(C) If the board adopts a motion or resolution to employ a teacher under a limited contract or extended limited contract, or under a continuing contract pursuant to ORC 3311.81, and the teacher accepts such employment, the failure of such parties to execute a written contract shall not void such employment contract.

Section 7. Non re-employment Procedures of Teachers on Limited or Extended Limited Contracts

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(A) The following only applies upon the expiration of a teacher's limited or extended limited contract.

(B) Prior to the board giving written notice to a teacher of its intention not to re-employ such teacher, the following shall apply:

(1) The evaluation process, as outlined in Article _____, must have been completed.

(2) The Principal/Administrator shall provide the teacher with notice of his/her recommendation that the teacher not be re-employed, with a copy to the Union and the Academic Superintendent.

(3) The Academic Superintendent shall hold a hearing with the teacher, CTU representative, and Principal/Administrator. Following the hearing, the Academic Superintendent shall transmit his or her recommendation to the CEO, with a copy to the employee and the CTU.

(4) If a recommendation for non-re-employment is made by the Academic Superintendent or if the CEO intends to recommend non re-employment to the Board, the teacher shall be entitled to a hearing before the CEO or his/her designee, with CTU representation, prior to any recommendation to the Board.

~~(4) If a recommendation is made by the Academic Superintendent that the teacher should not be re-employed, it will be transmitted to the CEO with a copy to the teacher and the CTU.~~

~~(5) The Union shall have the right to appeal to the CEO in cases of disagreement with the recommendation of the Academic Superintendent. The CEO may choose to refer the appeal to his/her designee. A hearing will be held before the CEO or designee with the teacher, CTU representative(s), and district representative(s).~~

(6) The CEO shall make a recommendation to the school board. A copy of the recommendation shall be issued to the teacher and CTU.

(7) On or before June 1 of the year that the teacher's limited or extended limited contract expires, the board must give a teacher written notice of its intention not to re-employ the teacher. A copy shall be provided to the CTU.

(8) Any teacher receiving written notice of the intention of the board not to re-employ such teacher pursuant to this section may request a hearing before the board. The request for a hearing shall be in writing and shall be delivered to the chief financial officer of the district within ten days of the date of receipt of the notice. The hearing shall be held in executive session of the board at the board's next scheduled meeting. Following the hearing, or if no hearing is requested, the board shall act on the question of the teacher's re-employment. The decision of the board shall be final and shall not be subject to further appeal.

Section 8. Teachers Eligible for a Continuing Contract

(A) Upon the recommendation of the chief executive officer that a teacher be re-employed where the teacher satisfies the criteria in division (E) of section 3311.77 of the Revised Code (i.e. Section _____, above) and has taught in the district for at least three years, or at least two years in the case of a teacher who received a continuing contract elsewhere, the board shall enter into a continuing contract with the teacher, unless the board by a three-fourths vote of its full membership rejects the recommendation of the chief executive officer. If the board rejects the recommendation, or if the chief executive officer recommends that the teacher not be re-employed, the board may proceed not to renew the teacher's contract in accordance with O.R.C. Section 3311.81 as if the teacher was not eligible to be considered for a continuing contract.

(B) In the event the chief executive officer does not recommend to the board that a teacher receive a continuing contract where the teacher satisfies the criteria in division (E) of section 3311.77 of the Revised Code (i.e. Section _____, above) and has taught in the district for at least three years, or at least two years in the case of a teacher who received a continuing contract elsewhere, the chief executive officer may recommend to the board that the teacher receive an extended limited contract. In that event, the chief executive officer, or the chief executive officer's designee, shall provide the teacher written notice, not less than five business days prior to any board action on the recommendation, for an extended limited contract with reasons directed at professional development not later than the first day of June. An extended limited contract may be issued:

(1) For a teacher who has been awarded a continuing contract in another school district and has served in the municipal school district for two years, in one-year increments or for multiple years, in no event to exceed a total of two years;

(2) For a teacher who is newly eligible for a continuing contract, in one-year increments or for multiple years, in no event to exceed a total of four years.

Upon any subsequent reemployment of the teacher after the expiration of the extended limited contract or contracts, only a continuing contract may be entered into. The teacher is presumed to have accepted employment under such continuing contract unless the teacher notifies the board in writing to the contrary before the tenth day of July, and a continuing contract shall be executed accordingly.

(C) In the event the chief executive officer fails to make any recommendation regarding a contract for a teacher who satisfies the criteria in division (E) of section 3311.77 of the Revised Code (i.e. Section _____, above) and has taught in the district for at least three years, or at least two years in the case of a teacher who received a continuing contract elsewhere, the teacher shall be re-employed under a one-year extended limited contract. That contract may be subsequently extended for an additional one to three years consistent with divisions (D)(2)(a) and (b) of O.R.C. Section 3311.81. The teacher is presumed to have accepted employment under such extended limited contract unless the teacher notifies the board in writing to the contrary before the tenth day of July.

(D) The provisions of this section shall not apply to any supplemental written contracts entered into pursuant to section 3311.77 of the Revised Code (i.e. Section _____ above).

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ARTICLE 9
SCHOOL SCHEDULES, MEETINGS & CALENDAR

Section 1. School Calendar. The annual school calendar for all district schools shall be approved established annually by the Board mutual agreement of the CTU and the District. The calendar shall include the starting and ending times for the school day for each building, as well as all elements relevant to bargaining unit members (e.g. parent conferences, professional days, etc.) Prior to the approval of the calendar, the CTU shall provide input. The Board shall make best faith efforts for the initial annual calendar to be established by May 1. However, the parties recognize that reasonable modifications (e.g. transportation needs) may be required by the Board, upon the recommendation of the CEO. A final calendar shall be adopted by the Board no later than July 15 or one month before the beginning of the teachers' first work day, whichever is earlier. Modifications may be made to a building calendar by the Board after this date, upon the recommendation of the CEO and the mutual agreement of the UCC and the principal. Such agreement shall be reached by April 1st of the preceding year. If the calendar must be changed after April 1st, it shall be changed by mutual agreement. Two-3- The equivalent of six (6) hours for parent/teacher conference sessions for all bargaining unit members will be held after outside of school hours immediately following the close of the first and second marking periods, with written mutual agreement between the Principal and the UCC on which day and time this will take place. This time is in lieu of the workday the Wednesday before Thanksgiving. Unless otherwise specified by the Board's adopted calendar, these parent/teacher conference hours will be scheduled with written mutual agreement between the Principal and the UCC on which specifying the day(s) and time(s) this these will take place. A portion of these hours will be scheduled to occur prior to December 15.

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Article 10, Section 3

B. Paraprofessionals and Sign Language/Educational Interpreters.

1. Paraprofessionals and Sign Language/Educational Interpreters shall be assigned to assist Special Education classes as determined by the Special Education Division in accordance with the service provider ratios (3301-51-09(I)) and the students' Individual Educational Plans (IEPs).

2. Thirty (30) minutes of release time per occurrence shall be given to a paraprofessional or Sign Language/Educational Interpreter who is assigned to a special education classroom where the number of students in that classroom are beyond the stated caseload limit (Article 10 Section 3) or for each occurrence when the paraprofessional or Sign Language/Educational Interpreter acts as a substitute for an absent paraprofessional or Sign Language/Educational Interpreter. The thirty (30) minutes of non-cumulative release time shall occur:

- after the student instructional day;
- after all students for whom the paraprofessional or Sign Language/Educational Interpreter has responsibility have left the building premises;
- prior to the paraprofessional or Sign Language/Educational Interpreter's normal release time;
- on the same day as the occurrence of the situations described above, and
- with prior approval of the school administrator or designee.

H. **Joint Special Education Committee (JSEC).**

The JSEC committee shall consist of five (5) members selected by the CTU, five (5) members selected by administration, and up to three (3) parents mutually agreed upon by the CTU and administration. A good faith effort between the CTU and administration will be made so that the appointments shall include at least one representative from the following categories: regular education classroom, special education classroom, related services personnel, paraprofessionals, ESPs, PreK-8 Principal, and 9-12 Principal. Its main function shall be to discuss all matters regarding Special Education, including:

1. Recommending the use of flow-thru expenditures ~~and~~ that may assist in ~~and~~ determining annual funding priorities for flow-thru monies, if requested;

2. Recommending, and assisting with the implementation of and compliance with adopted board policies and with strategies that will foster collaboration between regular education and special education personnel for the purpose of improving the educational and support services provided to the school district's special education students;

3. Making recommendations to the CEO and CTU President or their appropriate designees on issues relevant to Special Education.

4. Recommending specific areas and topics for professional development.
5. Discussing current service delivery concerns and its impact on district needs.
6. Developing a list of best practices for students being serviced in an inclusive setting.
7. Making recommendations to the CTU President or designee and to the CEO or designee for a decision as a result of monitoring the implementation of newly agreed upon special education contract language.

The JSEC shall meet regularly but not less than once per month. The JSEC will develop its own agenda. The meetings shall be co-chaired by representatives of the Union and the District.

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ARTICLE 9

SCHOOL SCHEDULES, MEETINGS & CALENDAR

Section 1. School Calendar. (This section was TA'd 4/23/13)

The annual school calendar for all district schools shall be approved established annually by the Board mutual agreement of the CTU and the District. The calendar shall include the starting and ending times for the school day for each building, as well as all elements relevant to bargaining unit members (e.g. parent conferences, professional days, etc.). Prior to the approval of the calendar, the CTU shall provide input. The Board shall make best faith efforts for the initial annual calendar to be established by May 1. However, the parties recognize that reasonable modifications (e.g. transportation needs) may be required by the Board, upon the recommendation of the CEO. A final calendar shall be adopted by the Board no later than July 15 or one month before the beginning of the teachers' first work day, whichever is earlier. Modifications may be made to a building calendar by the Board after this date, upon the recommendation of the CEO and the mutual agreement of the UCC and the Ppincipal. Such agreement shall be reached by April 1st of the preceding year. If the calendar must be changed after April 1st, it shall be changed by mutual agreement. Two 3- The equivalent of six (6) hours for parent/teacher conference sessions for all bargaining unit members will be held after outside of school hours immediately following the close of the first and second marking periods, with written mutual agreement between the Principal and the UCC on which day and time this will take place. This time is in lieu of the workday the Wednesday before Thanksgiving. Unless otherwise specified by the Board's adopted calendar, these parent/teacher conference hours will be scheduled with written mutual agreement between the Principal and the UCC on whiehspecifying the day(s) and time(s) this these will take place. A portion of these hours will be scheduled to occur prior to December 15.

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Section 2. Professional Development/Longer Year.

There are three voluntary professional development days for all bargaining unit members except day to day substitutes. The first day will be contiguous with the first day of the school year and the remaining two voluntary professional development days will be scheduled by individual school buildings as determined by written mutual agreement, between the Principal and the UCC. As an example, these days may be scheduled on Saturdays, evenings or during the summer in accordance with Article 9, Section 6A(3). These three voluntary professional days shall be paid at the participants' daily rate. The voluntary professional development covered in this section must be directly related to the five following topics: reading, writing, mathematics, alternate assessment, and managing anti-social behavior. These focused topics may be changed, based upon agreement of the CTU and CMSD. The district may offer a three (3) week extended contract once every four (4) years for certificated personnel. [Move this language to Article 24, Section 2 for PARAs and Sign Language].

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Section 23. School Start Times.

A. School Start Time.

1. Beginning with the 2013-2014 school year, all teachers except as noted in paragraph 2 below will have a 440 minute school day. Each day shall include:

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- Ten (10) minutes of unassigned time before start of instructional day;
- Forty (40) minute uninterrupted duty free lunch;
- 1 planning period (at K-8, fifty (50) minutes) during each student instructional day;
- 1 fifty (50) planning period each week outside of the student school day;
- All additional extended time will be used for professional time (as defined below).

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2. Teachers at Louisa May Alcott and Cleveland School for the Arts Lower Campus (Dike) will be exempt from the ten (10) minutes unassigned time at the start of the instructional day noted in paragraph 1. above. and will maintain the building substitutes as follows:

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Enrollment up to 300 1 Building Subs
Enrollment 301-600 2 Building Subs
Enrollment 600+ 3 Building Subs

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Beginning with the 2007/08 school year, K-8 bargaining unit members* will report to school ten minutes prior to the start of the instructional day unless modified in this Collective Bargaining Agreement or by future joint agreement of CMSD and CTU. Beginning with the 2007/08 school year, all K-8 12 and secondary school teachers will have a 400440 minute "typical" work day that reflects the following: follows one of the following two formats: (See Appendix J)

• 7:50 A.M. Reporting Time; 8:00 A.M. through 2:30 P.M. Instructional Day
(secondary schools and early start K-8/elementary schools)

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- 9:20 A.M. Reporting Time; 9:30 A.M. through 4:00 P.M. Instructional Day (late start K-8/elementary schools) 10 minutes of unassigned time before start of instructional day;
- 40 minute duty free lunch
- 1 planning period;
- 40 minute (or equivalent) of "professional time" per below.

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Participation in the additional professional time is mandatory and members are expected to fully participate in the professional experiences that are relevant to their position. The Principal, Chapter Chairperson, and Academic Progress Team ("APT") (Appendix V) are responsible for seeking input from staff and establishing the schedule for the standing formal commitments (i.e. Student Support Team ("SST"), department meetings, faculty meetings, professional development ("PD"), etc.) while ensuring sufficient professional time remains for more individualized experiences (i.e. IEP meetings, office hours, recordkeeping, etc.). The parties recognize that reasonable modifications to the scheduled professional activities may be required. No fewer than forty (40) minutes of the additional time shall be reserved for individual professional activities and no fewer than forty (40) minutes of the additional time shall be reserved for collaborative professional activities, with the balance of the additional time being scheduled by the APT. A school may propose flexible uses of the additional professional time (equivalent to 200 minutes per week) in its approved AAP consistent with this paragraph.

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For example, an approved AAP may reflect use of the additional time by scheduling fifty (50) minutes of professional time over four (4) days, vs. forty (40) minutes over five (5) days.

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Professional activities will be consistent with the following or as outlined in the school's approved AAP:

1. Professional Learning Community ("PLC")
2. Team Time (PLC team, vertical team, horizontal team)
3. Office Hours
4. Committee Meetings
5. Parent Conferences
6. PD & Training
7. New Programs
8. Record Keeping
9. Vertical Planning
10. IEP
11. SST
12. General Collaboration
13. Interventions
14. Meeting with new students
15. Faculty meetings. (The Union shall have input as to the agenda of the meeting. The last ten (10) minutes of the meeting shall be devoted to Union business.)

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If a school's calendar exceeds the standard workday or work year, appropriate compensation will be determined consistent with Article 30 and the Cleveland Differentiated Compensation System ("CDCS") MOU, Appendix-

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No teacher's current salary will be reduced as a result of this standard workday if the teacher's assignment remains unchanged. Upon ratification of the new contract, teachers accepting assignments to schools that operate outside of the standard workday will be compensated as described above.

* The ~~ten (10)~~ten-minute report time does not include the following bargaining unit members as their work day is 7 hours and 45 minutes: --paraprofessionals, sign language/educational interpreters, occupational therapy assistants, physical therapy assistants, and other classified employees.

Section 3. Lunch Periods/Travel Time.

Each teacher is to have a duty-free, uninterrupted lunch period of a minimum of forty (40) minutes. The forty (40) minute lunch period for teachers shall be scheduled during the regularly scheduled student lunch periods of the regular day, unless with written consent by the affected teacher. No one teacher or teachers will exceed the lunch time allocated for the majority of the faculty. Teachers assigned to more than one building in a school day shall not have to travel during their lunch period nor during their unassigned periods.

Section 45. Standardized School Day Schedule

A. ~~_____ A policy statement will be issued concerning the current practices of schedules for elementary/K-8, middle and senior high/special schools. There will be an annual review in May by the CEO or designee and a CTU committee to discuss the structure of the school day and implementation of schedules in elementary, grades K-8, middle and senior high/special schools.12.~~

B. ~~_____ In order to comply with the accreditation requirements of North Central Accrediting Association, effective September, 1983, the instructional day shall be appropriately lengthened (in accordance with the schedule previously submitted by the District) and the ninth common planning period shall be eliminated (which means that teachers are no longer regularly required to remain in the building after the completion of the eighth period).~~

C. ~~_____ The schedule of the instructional day as defined by CMSD and CTU in Appendix K will be modified traditional with block throughout all district schools that have one or more of the following grades 9, 10, 11, and 12.~~

D. ~~_____ All special subject area periods in elementary schools shall be standardized at forty (40) minutes. Special subjects are: art, library, music, and physical education.~~

B. All special subject area periods shall be standardized as a minimum of a class period.

CE. Teachers required to work at two or more buildings in one day shall adhere to the schedule of the first building for the rest of the work day.

DF. On professional days, schools shall have the option of deciding on a starting time other than the one set to accommodate the busing of children.

EG. The CTU will be notified prior to any changes in the schedule and will be appraised regularly as to the progress made in solving the problem.

F. [MOVED FROM ARTICLE 10]. School day scheduling.

1. Schedules for the following school year shall be completed as soon as possible in the preceding school year. All assignments shall be as equitable as possible in terms of honoring preferences and number of preparations. For any changes made after the end of the school year, all teachers affected shall be notified in writing as soon as possible.[move to Article 9?]b. Teachers in grades 6-7-8 will have no more than three (3) preparations except as provided below. By May 30 of the preceding school year, teachers whose preference is to teach in grades 6-8 must submit in writing to both the Principal and Chapter Chairperson their willingness to volunteer for more than three preparations in the following school year, if necessary as determined by the UCC. If sufficient volunteers are not available to meet the needs of the grades 6-8 schedules, the Principal and the Chapter Chairperson shall determine the fairest and

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most appropriate solution other than establishing self-contained classrooms. [Move to Article 9]

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2. If drastic changes in the school population require significant changes in scheduling (K-8), such changes shall be completed by October 1. [Move to Article 9]

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3. All teachers in K-8 schools will be assigned no more than SIX (6) assignments (including Team time) of 50 minute duration, including passing time per day, or the equivalent (i.e. block scheduling). All school schedules will reflect an eight period day or its block equivalent. [Move to Article 9]e. K-8 teachers' schedules may be changed on a quarterly basis with permission of the affected teacher. [Move to Article 9]

4. When a K-8 class is scheduled for an ESP class twice a week, it may be scheduled for two consecutive periods with the concurrence of the Principal, UCC and all teachers involved. [Move to Article 9]

5. Special Education classes will follow state guidelines.

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6. All students in K-8 buildings shall be scheduled for each of the following: art, music, physical education, and media. [Move to Article 9]

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G. K-8 Scheduling

1. [moved from article 10]. Literacy Block. At least eighty (80) minutes of each K-8 school day will be dedicated as literacy block(s) unless otherwise modified by the AAP.
2. [moved from article 10]. The schedule must be aligned with the school's approved Academic Achievement Plan. Schools may schedule the Teacher Student Contact Time in a manner which best addresses the school's needs and priorities as identified in the AAP.

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H. 9-12 Scheduling [moved from Article 10]

1. Homerooms and Advisory Activities in Secondary Schools.

All certificated/licensed personnel in a secondary school, except the Principal, Assistant Principal(s), Chapter Chairperson, Assistant Chairperson if over seventy (70) bargaining unit members, Assistant Chairperson as defined in Article 2, Section 3 (C)(5), the Athletic Director, and Department Heads, Core Team Leaders, and Special Education Liaisons shall have a homeroom. Homerooms within the building shall be as equal as possible in enrollment. Exceptions may be made for Special Education. The Principal and UCC may exclude other individuals. The UCC members shall not be excluded from homeroom

duty unless otherwise qualified under an excluded classification. [Move to Article 9]

2. Instructional Time and Substitute Duties at the Secondary Schools.

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a. Assigned time shall be defined as the total of each period's instructional time plus one (1) interval of passing time per period at the high schools. If a teacher chooses to accept more assigned time on one (1) or more days of the week in exchange for less assigned time on other days, the total assigned time for the week shall not exceed 1500 minutes, based on six assignments.

b. Teacher assigned time at the high schools shall not exceed 300 minutes per day, including passing time and a homeroom not to exceed fifteen (15) total minutes. Total assigned time per week shall not exceed 1,500 minutes. Teachers shall not be required to perform substitute duties for absent teachers during the period in which they have instructional duties, except in extreme emergency situations. Mutual agreement is required for a teacher to serve as a substitute teacher.

c. Any modifications to the above instructional times may be modified through the AAP process.

[MOVED FROM ARTICLE 10]

Section 5. Use of Common Planning Time.

In any building in which common planning time is in lieu of a class assignment for teachers who are part of a contractually recognized team or other negotiated collaboration, the teacher shall use that common planning time for its intended purpose — to plan with other members of his/her team to provide better motivational and/or instructional services to students. [Move to Article 9]

[MOVED FROM ARTICLE 10]

Section 6. Use of Unassigned Time.

Teachers' planning periods assigned during the student day are to be used for pupil and/or parent conferences, lesson preparation, collegiality or any other relevant instructional effort in the building and may not be assigned by an administrator. [Move to Article 9]

Section 76. Meetings/Events/Conferences on School Days.

A. Mandatory Meetings Scheduled Outside of the Workday Set Forth In Section 23,
Above.

Mandatory meetings shall be limited to the following:

- ~~1. Faculty meeting schedules shall be identified during the first week of school. These meetings shall be a one (1) hour faculty meeting per month, before or after the school day. The Union shall have input as to the agenda of that meeting. The last ten (10) minutes of the meeting shall be devoted to Union business. Faculty meetings may be canceled with mutual agreement of the CTU Chapter Chairperson and the Principal.~~
12. District-sponsored open house efforts.
23. Professional day in-service developed in the following manner:
 - a. Development of needs assessment instrument
 - b. Implement needs assessment
 - c. Aggregate data
 - d. Data feedback
 - e. General staff consensus on:
 1. Issues
 2. Structure
 3. Format
 4. Approach
- ~~4. Beginning with the 2007/08 school year, the first mandatory professional development day's topic and agenda will be determined by the district CEO and the CTU President or their designees. For the 2007/08 school year the topic will be managing anti-social behavior/classroom management. The district and union will explore and select the district-wide 2007/08 instructional strategy from possible best practices, including but not limited to, the AFT ER&D.~~
35. The district will continue the current practice of providing Child Development and preschool Special Education teachers with professional development jointly developed by CTU and CMSD one day per month. The district will continue the current practice of providing Kindergarten

teachers with professional development jointly developed by CTU and CMSD three times a year.

46. All other meetings, inclusive of parent-teacher conferences and/or staff development initiatives, shall be voluntary and developed with general staff consensus under the mutual guidance of the CTU Building Chairperson and UCC and the Principal using the Building Governance Structure. For department-level or grade-level meetings, the same format shall be followed as for "other meetings" with department heads guiding the consensus related to time, place, format, content, etc., and department staff being the "general staff."

B. Events Beyond Normal School Day. Teachers, as part of a regular assignment, shall not be required to attend more than one out-of-school open house or other out-of-school event per semester. The out-of-school open house or other out-of-school event will be scheduled as one of the parent conference days as provided by state law and schools will be dismissed one-half (1/2) day for students and teachers in accordance with that regulation. All other out-of-school events shall be voluntary.

C. Meetings with Administrators Beyond the School Day. No employee shall be required to attend meetings for the purpose of reprimand or non-reappointment beyond the regular working hours. This provision shall not apply to any District meetings.

Section 87. Notification of School Emergency Closing.

Any decision to close the schools shall be made by the administration and communicated as soon as possible through the public news media. Bargaining unit members shall not be required to be present at school and shall suffer no loss of pay as the result of a school emergency closing. Principals shall be notified directly of any emergency closing and will establish suitable procedures for the notification of staff. In the event of an emergency school closure after the school day begins, the principal along with the UCC will work together on a procedure for the dismissal of students and the early release of the teachers and other CTU bargaining unit members. The procedures used in each building will be determined no later than September 1 of each school year. The procedure agreed to in each building shall be subject to the approval of the appropriate Assistant Academic Superintendent and the CTU 3rd Vice President. If no agreement is reached between the Principal and UCC, then the procedure shall be agreed to by the appropriate Assistant Academic Superintendent and the CTU 3rd Vice President. Ultimately, it is the responsibility of the building principal to maintain the order and safety of his/her building. In the event of a dispute on the day of a building closure, the Assistant Academic Superintendent and CTU 3rd Vice President shall be contacted immediately to resolve the disagreement regarding the dismissal procedure.

Section 9. Unassigned Periods for Elementary/K-8 Teachers. [Move to Article 9]

A. Additional unassigned periods shall be equalized to the maximum extent possible among all teachers in a building. If the additional unassigned periods cannot be completely equalized, the extra unassigned periods shall be rotated.

B. Unassigned periods will be provided through the employment of additional art, music, physical education teachers, media specialists and other ESP teachers. ESP in K-8 Buildings include, but is not limited to art, music physical education, media, and may include other subjects, i.e: Work and Family, foreign language, academic intervention.

C. Any additional educational aide time assigned to the school shall be provided equitably to teachers with the largest class size in descending numerical order.

D. Elementary art, music, and physical education teachers shall have the option to schedule one (1) day before the official beginning of school to prepare supplies and equipment for use storage. For each day so scheduled, the teacher shall be paid at his/her daily rate. On the first day of school the students arrive, each art, music, and physical education teacher will be ready for instruction. Each such teacher shall also have the option to schedule one (1) day after the official close of the school year for the same reasons and be paid at his/her daily rate.

E. In K-8 schools, each K-8 art, music, and physical education teacher shall have the option to schedule one (1) day after the official close of school to prepare supplies and equipment for storage and be paid at his/her daily rate. However, in K-8 schools, the day immediately preceding the first day of instruction shall be a room readiness day for all teachers.

F. Media specialists shall use the first five instructional days and the last five instructional days of the school year to prepare supplies and equipment for use and storage.

Section 10. Secondary Department Schedules. [Move to Article 9]

A. Department schedules for the following school year shall be completed as soon as possible in the preceding school year. All assignments shall be as equitable as possible in terms of honoring preferences and number of preparations. For any and all changes made after the end of the school year, all teachers affected shall be notified in writing as soon as possible.

B. If drastic changes in the school population require significant changes in a department's scheduling, such changes shall be completed by October 1st.

C. Secondary teacher class schedules may be changed on a quarterly basis with permission of the affected teacher.

D. No secondary teacher shall have more than three (3) preparations unless he/she volunteers to take more than three (3).

Section 11. Compensation for Additional Class Assignments, Meetings, and Conferences. [moved from Article 10]

A. A secondary teacher shall receive compensation at the rate of one-sixth (1/6) of his or her base pay, proportionate to extra instructional time required by block scheduling, for

accepting a seventh (7th) (additional for block scheduling) teaching assignment, until such time as a permanent teacher is assigned, when any of the following occur:

1. The teacher accepts a seventh (7th) teaching assignment for a period of four (4) consecutive weeks or more; or
2. A Principal determines, and has approval of the Academic Superintendent, that a seventh (7th) teaching assignment may be permanent; or
3. A teacher assumes report card grading responsibility for the seventh (7th) teaching assignment.

B. Teachers who volunteer to accept an assigned period beyond the school day as part of their normal work load may be scheduled to arrive at the start of the second period. However, if the assigned period is in excess of the normal scheduled teacher load, the teacher shall report at the regular starting time for teachers, shall assume a full schedule of duties, and shall receive additional compensation for the assigned period. Compensation in such instances shall be at the rate of one-sixth (1/6) of the teacher's annual base contract salary as governed in paragraph "A" above.

C. Whenever conferences or meetings are scheduled by the CEO or his/her staff during working hours, participating teachers shall suffer no loss of pay and a substitute shall be provided.

Section 12. Teacher Release from Class Assignments. [Moved from Article 10]

All activities which require a bargaining unit member's release from any class period shall have prior approval by the appropriate administrator(s). Release for a Cleveland Metropolitan School District sponsored event shall not be unreasonably denied. Examples of administrators' approval which shall be included in this section are the following:

1. Attendance at committee meetings, workshops or professional meetings;
2. Supervision, officiating or coaching at school athletic events: (Release for a Cleveland Metropolitan School District sponsored athletic event shall not be unreasonably denied. The Principal/Administrator shall be informed of the dates and times in which the bargaining unit member is requesting release no less than five (5) working days before the date of the release. The District will determine the release times for athletic events, dependent upon the type of athletic event and whether the event is designated home or away.)
3. Field trips to museums, institutions, concerts, theaters, camping, etc., including out-of-town trips;
4. Participation in contests such as mental mathematics, vocal and instrumental music, science fairs, etc.

Section 13. Class Coverage.

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A. K-8 teachers may be assigned consistent with the conditions set forth in Section (E), (1), (2) and (3) below on a period-by-period basis when they are available with unassigned periods. (When this is not practicable, the class may be divided into three (3) groups with one (1) group being assigned to each of three (3) teachers. Each teacher shall then be paid at the special substitute rate as set forth in Appendix A. [Move to Article 9]

1. Teachers of special subjects (including but not limited to reading and math intervention teachers) are not to be removed from their regular assignments to function as substitutes for absent teachers.
2. When an elementary or K-8 class is divided because no substitute is available for an absent teacher, those pupils coming from the absent teacher's class are not to be assigned to teachers of special subjects unless they are regularly scheduled for such assignment.
3. When a special subject teacher is absent, every effort will be made to find a suitable substitute. When a suitable substitute is not available, the procedure set forth in "A" above will apply.

Section 14. Trade & Industry Program Assignments. [Move to Article 9]

A. Teachers serving in state approved trade and industry programs will assume the standard assignment for a fulltime teacher which consists of six (6) classes and a homeroom per day plus an equitable portion of the miscellaneous services and activities of the school.

B. Trade and industry teachers will be assigned to any state approved schedule in the area of vocational education. The assignment should include any necessary related subjects.

C. Vocational education teachers assigned to one hundred and fifty (150) minute instructional blocks and whose classroom instructional time inclusive of passing time is increased shall be compensated based upon the following schedule:

<u>Instructional Time in Addition to 300 Minutes</u>	<u>Compensation</u>
0-7.5 minutes	0% of base salary
7.71-22.50 minutes	5.56% of base salary
22.51-37.50 minutes	11.11% of base salary
37.51 minutes and above	16.67% of base salary

Further, the District and the Union agree that any vocational education teacher who is laid off as a result of the implementation of the new schedule shall be entitled to reimbursement for recertification/re-licensure tuition expenses, according to the following schedule, for the

purpose of job retraining or expansion of certification/licensure up to a maximum amount of \$2,000.00 for tuition expenses which are incurred during the period of one year from the time a teacher receives a notice of lay-off contingent upon return to employment within the District:

<u>Class/Subject Grade</u>	<u>Reimbursement</u>
<u>A</u>	<u>100%</u>
<u>B</u>	<u>75%</u>
<u>C</u>	<u>50%</u>
<u>D/F</u>	<u>0%</u>

If the course is offered on a pass/fail basis, reimbursement shall be at 100% if the teacher passes.

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**ARTICLE 10
SCHOOL ORGANIZATION AND
TEACHING ASSIGNMENTS**

Section 1. Class Size and Organization.

~~A. SECTION 1. A. APPLIES TO ELEMENTARY (K-5) BUILDINGS.1.~~

~~Grades K-3.~~ K-3 classrooms will be staffed using a cluster approach in which the total number of students enrolled in grades K-3 in an individual school building is divided by twenty (20) for the purposes of assigning teacher allocations. When the resulting pupil-teacher ratio is 0.50 or higher, an additional teacher allocation shall be added. When the resulting pupil-teacher ratio is 0.49 or lower, no additional teacher allocation shall be added. In the event an individual teacher's classroom exceeds twenty (20) students, that teacher shall receive overage payment of \$5.00 per student per day for each student above twenty (20).

2. ~~Grades 4-5.~~ The class size limit in elementary schools for grades 4-5 shall be 25, except by expressed written consent of the affected teacher(s). The local school UCC and the Principal shall determine the school organizational structure and attempt to reach the limits of 25. If the administration in a building cannot meet that limit in one or more classrooms, the Principal shall submit the data to the appropriate Academic Superintendent who will attempt to solve the problem by ADM-1 week. If a teacher is assigned students beyond the limit of 25, one or more of the following options will be utilized:

- a. ~~Reassignment of students;~~
- b. ~~Add an additional classroom teacher;~~
- c. ~~Pay the affected teacher \$5.00 per day for each student above 25. Compensation for each marking period of the school year shall be based upon student enrollment (as evidenced by progress reports or grade scan reports) the last Friday of each marking period, with said compensation retroactive to the beginning of the marking period. All such compensation shall be paid by separate check following the completion of the school year but no later than July 15 of each year.~~
- d. ~~Class size for Elementary Special Subject teachers (ESP) shall be 196 students per day maximum. If a special subject teacher is assigned students above this 196 limit (or a proportionately adjusted limit for teachers with fewer than seven assigned periods in elementary schools) one or more of the following options will be utilized:~~

- 1. ~~Reassignment of students or teachers;~~

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2. ~~2. Add an additional class assignment at a one-seventh (1/7) pay differential for elementary teachers;~~
3. ~~3. Add a teacher with the appropriate certification/licensure;~~
4. ~~4. Pay the affected teacher \$1.00 per student per day for each student above the 1:196.~~

~~B. SECTION 1. B. APPLIES TO K-8 BUILDINGS.~~

1. ~~1. Grades K-3. K-3 classrooms will be staffed using a cluster approach in which the total number of students enrolled in grades K-3 in an individual school building is divided by twenty (20) for the purposes of assigning teacher allocations. When the resulting pupil-teacher ratio is 0.50 or higher, an additional teacher allocation shall be added. When the resulting pupil-teacher ratio is 0.49 or lower, no additional teacher allocation shall be added. In the event an individual teacher's classroom exceeds twenty (20) students, that teacher shall receive overage payment of \$5.00 per student per day for each student above twenty (20).~~

~~2. Grades 4-8. SECTION 1. CLASS SIZE~~

- A. ~~Effective with the 2013-2014 school year, the class size for grades K-3 the class size in grades 4-5 in K-8 schools shall be 25 including ESP. The class size in grades 6 through 8 in K-8 schools shall be a maximum of 170 students per day (or a proportionately adjusted limit for teachers with fewer than six assigned teaching periods per day). For grades 4-8, the class size shall be 28, including ESP. For grades 9-12, the class size shall be 30 including art and music (excluding choir, band, orchestra and similar activities). For grades 9-12 P.E., class size will shall be 33.~~
- B. ~~If the administration in a building cannot meet that these limits in paragraph A above in one or more classrooms, the Principal, the UCC Chair, and the affected teacher have a responsibility to address class size limits at the school level. If, after a good faith effort, they are unable to do so, the Principal and UCC Chapter Chair shall submit in writing the evidence of the problem solving efforts the data to the appropriate Academic Superintendent who will attempt to solve the problem, by ADM-1 week. If a teacher is assigned students beyond the applicable limit of 25 or 170, whichever is appropriate, one or more of the following options will be utilized:~~

- ~~1.a. Reassignment of students or teachers;~~
- ~~2.b. Add an additional classroom teacher;~~
- ~~3.e. Assign an Educational Aide;~~

e4d. In self-contained classrooms, pay the affected teacher \$5.00 per student per day for each student above 25 the limit in a self-contained classroom in grades 4-8K-8 (the appropriate Academic Assistant-Superintendent must pre-approve a self-contained classroom in grades 6-8), or \$1.00 per student for each student above the 1:170 limit in departmentalized classrooms in grades 6-8. Compensation for each marking period of the school year shall be based upon student enrollment (as evidenced by progress reports or grade scan reports) on the last Friday of each marking period, with said compensation retroactive to the beginning of the marking period. When an overage exists, including the problem solving process time period, the teacher shall receive overage compensation. All such compensation shall be paid by separate check following the completion of the school year, but no later than July 15 of each year.

~~e5. In departmentalized classrooms, pay the affected teacher \$1.00 per student per instructional period per day for each student above 25 the limit in a self-contained classroom or \$1.00 per student for each student above the 1:170 limit in departmentalized classrooms in grades 6-8. Compensation for each marking period of the school year shall be based upon student enrollment (as evidenced by progress reports or grade scan reports) on the last Friday of each marking period, with said compensation retroactive to the beginning of the marking period. When an overage exists, including the problem solving process time period, the teacher shall receive overage compensation. All such compensation shall be paid by separate check following the completion of the school year, but no later than July 15 of each year.~~

C. ~~Class size for K-8 ESP teachers shall be at a rate of 170 students maximum per day, except for Physical Education, which shall be at the 196 per day maximum. If a special subject teacher is assigned students above this 170 or 196 limit, one or more of the following options will be utilized:~~

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1. ~~Reassignment of students or teachers;~~
2. ~~Add an additional class assignment at a one-sixth (1/6) pay differential;~~
3. ~~Add a teacher with the appropriate certification/licensure;~~
4. ~~Pay the affected teacher \$1.00 per student per day for each student above the 1:170 or 1:196 limit, whichever is appropriate.~~

C. ~~The class size for regular secondary classroom teachers (excluding grades 6-8 in K-8 schools) shall be 1:150 District wide average, and 1:170 maximum (compliance with North Central requirements). If a teacher is assigned students above this 170 limit (or a proportionately adjusted limit for teachers with fewer than six assigned periods), one or more of the following options will be utilized:~~

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1. ~~Reassignment of students or teachers;~~

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2. ~~_____~~ Add an additional class assignment at a one-sixth (1/6) pay differential;
3. ~~_____~~ Add a teacher with the appropriate certification/licensure;
4. ~~_____~~ Pay the affected teacher \$1.00 per student per day for each student above the 1:170 limit.
5. ~~_____~~ Class size for Secondary Special Subject Teachers shall be:
 - a. ~~_____~~ Art = 170 students per day maximum;
 - b. ~~_____~~ Music = 170 students per day maximum, excluding choir, band, orchestra and similar activities;
 - c. ~~_____~~ Physical Education = 196 students per day maximum.

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~~CD.~~ Compensation for each marking period of the school year shall be based upon student enrollment (as evidenced by progress reports or grade scan reports) as of the day after interim progress reports are filed or the last Friday of each marking period respectively (eight times total), with said compensation retroactive to the appropriate half of the marking period. All such compensation shall be paid by separate check following the completion of the school year, but no later than July 15 of each year. All disputes regarding oversized class compensation (both regular and special education classes for all levels) for the previous school year shall be arbitrated as an expedited class action on or about August 1 of each year.

~~DE.~~ The District shall maintain teacher-pupil ratios as mandated by the State Department of Education.

~~F.~~ Middle Schools/Middle Grades. (This section shall exclude middle grades in K-8 buildings.)~~[Move to Legacy Appendix]~~

1. ~~_____~~ Beginning with the 2001-2002 school year, the operational definition of middle schools/middle grades for purposes of this Agreement shall include facilities which house grades six (6) and/or seven (7), and/or eight (8). Teachers are to be organized into interdisciplinary core teams, meet regularly in a common planning period during the school day, and instruct a common group of students. All student and teacher scheduling, professional development, and curriculum shall be developed to reflect this definition of middle schools/middle grades.
2. ~~_____~~ All middle schools/middle grades shall be staffed to include:
 - a. ~~_____~~ A maximum of 19:1 staffing ratio to provide common planning period;
 - b. ~~_____~~ All teachers, excluding ESP/Exploratory teachers in K-8 schools, shall have five (5) assignments or an equivalent thereof (i.e., block scheduling) and a common planning period;

- c. ~~An adequate number of Exploratory teachers which includes the middle schools/middle grades building enrollment of regular and special education students;~~
 - d. ~~One permanent building substitute at all middle schools.~~
3. ~~Effective with the 2001-02 school year, the class size for regular middle school/middle grade teachers shall be 1:150 District-wide average and 1:170 maximum (compliance with North Central requirements). If a teacher is assigned students above this 170 limit (or a proportionately adjusted limit for teachers with fewer than six assigned periods), one or more of the following options will be utilized:~~
- a. ~~Reassignment of students or teachers;~~
 - b. ~~Add an additional class assignment at a one-sixth (1/6) pay differential;~~
 - c. ~~Add a teacher with the appropriate certification/licensure;~~
 - d. ~~Pay the affected teacher \$1.00 per student per day for each student above the 1:170 limit.~~
 - e. ~~Class size for middle schools/middle grades special subject teachers shall be:~~
 - ~~Art = 170 students per day maximum;~~
 - ~~Music = 170 students per day maximum, excluding choir, band, orchestra and similar activities;~~
 - ~~Physical Education = 196 students per day maximum.~~
4. ~~Voluntary Professional Development for Teachers New to Middle Schools/Middle Grades. Beginning with the 2001-2002 school year, any teacher new to middle school/middle grades shall have an additional twelve (12) hours of voluntary professional development in the year they transition at the Professional Development (In-Service) rate. Bargaining unit members attending voluntary professional development activities shall have the option of earning Continuing Education Units (CEUs) instead of receiving monetary compensation. (The Joint Middle School Transition Committee will develop and implement the professional development.) Middle grade teachers new to implementing the middle school concept or new to middle school are encouraged to participate in the professional development described above during their first year of teaching middle grades.~~

~~5. All subjects taken by middle school/middle grades students shall count in the grade point average for promotion.~~

EG. The Principal of each school shall, when organization takes place, hold at least one faculty meeting to explain the faculty staffing procedure, including pupil-teacher ratio and class size.

FH. The Principal and the UCC shall meet prior to, and during, each semester to establish equitable class sizes, (including health classes in secondary schools) based upon staff availability in the school. Teacher assignments, including subjects or grades assigned to teach, non-teaching duties, unassigned duties and room assignments are to be part of the discussion in the establishment of the master schedule of the school. Teachers shall have the responsibility of reporting any inequities in class size or teacher assignments to the UCC which will attempt to resolve them within the building: per paragraph B, above. If it cannot be resolved within the building, the UCC may pursue the problem through the grievance procedure.

~~I. Elementary Teacher Work Day in non K-8 buildings. [See Article 9]~~

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~~1. Effective at the start of the 2001-2002 school year, the teacher day at the elementary school level will be 390 minutes. This time will include the following:~~

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~~a. Teacher Report Time. Effective upon contract ratification, all bargaining unit members with the exception of paraprofessionals will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator.~~

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~~b. Teacher Student Contact Time. In addition to the Literacy Block and Instructional Time, each school will schedule twenty (20) minutes of "Teacher Student Contact Time." This time will be time during which teachers and students prepare for, open and/or close the instructional day. Teacher Student Contact Time may be allocated on a daily, weekly or monthly basis. All teachers, excluding nurses, social workers, speech language pathologists, guidance counselors and psychologists, will be scheduled for Teacher Student Contact Time.~~

~~c. [MOVED TO ARTICLE 9]~~

~~Literacy Block. At least eighty (80) minutes of each school day will be dedicated as literacy block(s) unless otherwise modified by the AAP. [Move to Article 9]~~

~~d. Lunch. Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch.~~

e. ~~Planning Period.~~ Teachers will continue to have at least an average of forty (40) minutes per day or its weekly equivalent as planning/unassigned time as defined by Article 10.

f. ~~Instructional Time.~~ In addition to Teacher Student Contact Time and Literacy Block(s), at least 200 minutes of the school day will be dedicated to direct classroom instruction.

2. ~~Scheduling.~~ Each school will schedule the teacher day pursuant to Article 10, Section 1(G) and (H). ~~[MOVED TO ARTICLE 9]~~ The schedule must be aligned with the school's approved Academic Achievement Plan. Schools may schedule the Teacher Student Contact Time in a manner which best addresses the school's needs and priorities as identified in the AAP. ~~[Move to Article 9]~~

GJ. Where possible, in elementary and K-8 buildings, split-grade elementary classes shall be eliminated. If a teacher has a split-grade class, priority shall be given to assigning that teacher a single-grade class the following year. Initial emphasis should be placed on eliminating all split-grade primary classes. Split classes shall not be given to teachers who are in their first 180 working days of teaching unless the school's organizational structure is based on multi-grade/age grouping.

HK. Elementary science teachers may spend a majority of their classroom instruction time in teaching science by the voluntary trading of classes which will be organized by written mutual agreement between the Principal and the UCC.

L. ~~Every effort shall be made to reduce physical education classes to an equitable size in the school.~~

M. ~~When any elementary class is scheduled for art twice a week, it may be scheduled for two consecutive periods with the concurrence of the Principal, UCC and the teachers involved.~~

N. ~~Building Substitutes at Elementary Buildings.~~ Effective with the 2001-02 school year, elementary building substitutes will be placed at elementary buildings, with the number of substitutes determined as follows:

Enrollment up to 300	1 Building Subs
Enrollment 301-600	2 Building Subs
Enrollment 600+	3 Building Subs

O. ~~K-8 Schools.~~

1. ~~A K-8 school is a school that contains grades K-8 or is transitioning from K-6 or K-7 structure to a K-8 school.~~

- ~~2. K-8 schools for the purpose of this Collective Bargaining Agreement are separate entities from the elementary, middle/middle grades, secondary and/or high schools. The governing regulations for K-8 schools are contained in Article 10, Section P.~~

~~P. K-8 Teacher Day.[See Article 9]~~

- ~~1. The teacher day at the K-8 school will be 400 minutes, this time will include the following:~~
- ~~a. Teacher Report Time. All bargaining unit members with the exception of paraprofessionals, sign language/educational interpreters, occupational therapy assistants and physical assistants will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator.~~
 - ~~b. Teacher Student Contact/Assigned Time. All teachers will have a maximum of 300 minutes of teacher student contact/instructional time. This time includes one (1) homeroom daily not to exceed fifteen (15) minutes and passing time in grades 6-8. The 300 instructional/assigned minutes includes six (6) FIFTY (50) minute periods including a defined passing time as defined through a written mutual agreement by principal and UCC. Included in the 300 minutes is a literacy block of no less duration than 100 minutes. This time includes one FIFTY (50) minute Team time per week, for all teachers, including ESP teachers, in the building. This Team time may be used for teacher/parent conferences, IEP conferences, Intervention-Based Assessment Team Meetings or other classroom related activities other than instruction. The Principal and UCC will develop guidelines for the use of this time through a written mutual agreement. Subject Area Specialists (SAS), Special Education Liaison (SEL), and ESP Liaison (ESPL) will be responsible for book and equipment inventory and other duties as defined in Article 23, Section 23. SAS, SEL, ESPL and Team Leaders will provide leadership to collectively monitor student progress and achieve school goals, facilitate and coordinate all team activities, and function as the liaison between the administration and team and other school teams.~~
 - ~~c. Lunch. Every teacher will have a daily forty (40) minute uninterrupted lunch period.~~

- d. ~~Planning Period.~~ All teachers in K-8 buildings will continue to have at least six (6) FIFTY (50) minute per week or its equivalent of planning unassigned time as defined by Article 10.
 - e. ~~All teachers in K-8 schools will have at least one (1) fifty (50) minute period per week, or its equivalent, of a Team planning period. The use of this time is explained in a 1 (b) above and shall be identified and listed in the school's master schedule.~~
2. Scheduling: Each school will schedule the teacher day pursuant to Article 10, section 1 (G) and (H).~~[MOVED TO ARTICLE 9]~~ [Move to Article 9]
- a. ~~Schedules for the following school year shall be completed as soon as possible in the preceding school year. All assignments shall be as equitable as possible in terms of honoring preferences and number of preparations. For any changes made after the end of the school year, all teachers affected shall be notified in writing as soon as possible.~~[move to Article 9?]
 - b. ~~Teachers in grades 6-7-8 will have no more than three (3) preparations except as provided below. By May 30 of the preceding school year, teachers whose preference is to teach in grades 6-8 must submit in writing to both the Principal and Chapter Chairperson their willingness to volunteer for more than three preparations in the following school year, if necessary as determined by the UCC. If sufficient volunteers are not available to meet the needs of the grades 6-8 schedules, the Principal and the Chapter Chairperson shall determine the fairest and most appropriate solution other than establishing self-contained classrooms.~~ [Move to Article 9]
 - c. ~~If drastic changes in the school population require significant changes in scheduling (K-8), such changes shall be completed by October 1.~~ [Move to Article 9]
 - d. ~~All teachers in K-8 schools will be assigned no more than SIX (6) assignments (including Team time) of 50 minute duration, including passing time per day, or the equivalent (i.e. block scheduling). All school schedules will reflect an eight period day or its block equivalent.~~ [Move to Article 9]
 - e. ~~K-8 teachers' schedules may be changed on a quarterly basis with permission of the affected teacher.~~ [Move to Article 9]
 - f. ~~When a K-8 class is scheduled for an ESP class twice a week, it may be scheduled for two consecutive periods with the~~

~~concurrence of the Principal, UCC and all teachers involved.~~
~~[Move to Article 9]~~

~~g. Special Education classes will follow state guidelines.~~

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~~h. All students in K-8 buildings shall be scheduled for each of the following: art, music, physical education, and media. [Move to Article 9]~~

13. All subjects taken by K-8 students shall count for promotion.

24. Team Leaders, Special Education Liaisons, ESP Liaisons, Subject Area Specialists. Beginning with the 2005-06 school year, e

When Team Leaders, Special Education Liaisons, ESP Liaisons, Subject Area Specialists are in place, the following procedures will be followed. Each grade, or cluster of grades (ex. Grade 3 and 4 teachers combine to form one Team) with at least three homeroom teachers within a K-8 building shall have the equivalent of a Grade Level Chair or Core Team Leader, hereafter called Team Leaders. In addition, all K-8 buildings will have four Subject Area Specialists (Language Arts, math, science and social studies), one Special Education Liaison and one ESP Liaison for all ESP teachers. No additional released periods will be provided for these positions. There will be one (1) Department Head for all ESP teachers, hereafter called ESP Liaison, in K-8 Schools. ~~Beginning with the 2006-07 school year~~ In all K-8 schools, Subject Area Specialists, one Special Education Liaison and one ESP Liaison will be selected every two (2) years by a process established by written mutual agreement between the UCC and Principal. The selection process for these positions will commence no later than May 1 and be concluded no later than May 15. For all positions made vacant by transfer, promotion, retirement, etc., the position will be posted for one (1) week, and all members eligible to apply shall submit their letter of interest to the Chapter Chairperson and Principal. These positions may also be considered for inclusion in the Differentiated Compensation System.

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35. Subject Area Specialists, Special Education Liaison, and ESP Liaison are to report to their schools all day Thursday and Friday of the week preceding the opening of school and will be paid on a prorated basis according to their ensuing year's annual contract salary. These positions may also be considered for inclusion in the Differentiated Compensation System.

Q. ~~Middle Schools/Middle Grades Teacher Day, excluding K-8 Schools.[Move to Legacy Appendix]~~

~~1. Effective with the start of the 2001-2002 school year, the teacher day at the middle school/middle grades will be 400 minutes. This time will include the following:~~

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~~a. Teacher Report Time. Effective upon contract ratification, all bargaining unit members with the exception of paraprofessionals, sign language/educational interpreters, occupational therapy assistants and physical therapy assistants will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator.~~

~~b. Lunch. Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch.~~

~~c. Planning Period. Teachers will continue to have at least forty (40) minutes per day or its equivalent of planning/unassigned time as defined by Article 10.~~

~~d. Instructional Time. Schools will schedule no more than 290 minutes of Instructional Time. This Instructional Time will include a homeroom period not to exceed fifteen (15) minutes, one passing time, and a forty (40) minute Common Planning/Common Intervention for those teachers who are members of a Core Team.~~

~~e. Teacher Student Contact Time. The use of any Teacher Student Contact Time beyond the 290 minutes of Instructional Time shall be determined by mutual written agreement between the Principal and UCC and shall support the goals and objectives of the school's Academic Achievement Plan.~~

~~2. Core Team Member Responsibilities. Core Team Members responsibilities will include, but not be limited to, the following:~~

~~a. attend and participate in team meetings and activities;~~

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~~b. set and implement team goals based on academic standards and student needs;~~

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~~c. develop and implement strategies and activities focused on improving student achievement, i.e., student grouping, continuous parent/family communication, input on budgetary needs, planning interdisciplinary lessons;~~

~~d. provide input on team leader selection;~~

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~~e. develop and participate in collaborative team-based professional development activities;~~

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~~f. collaborate with team members to provide better motivational activities and/or services for students;~~

g. ~~recommend student referrals and interventions to appropriate school programs and/or community agencies; and~~

h. ~~plan and/or provide academic assistance/individual instruction to students receiving instruction from the Core Team.~~

R. ~~High School Teacher Day.~~ The teacher day at the high school will be 400 minutes. This time will include the following:

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1. ~~Teacher Report Time.~~ Effective upon contract ratification, all bargaining unit members with the exception of paraprofessionals, sign language/educational interpreters, occupational therapy assistants and physical therapy assistants will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator.

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2. ~~Instructional/Student Contact Time.~~ Teacher assigned time at the high schools shall not exceed 290 minutes per day, including passing time and a homeroom not to exceed fifteen (15) total minutes.

3. ~~Lunch.~~ Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch.

4. ~~Unassigned Time.~~ The balance of the teacher workday is as defined in Article 10, Sections 4 and 5.

[MOVED TO ARTICLE 9]

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S. Homerooms and Advisory Activities in Secondary Schools:

1. ~~All certificated/licensed personnel in a secondary school, except the Principal, Assistant Principal(s), Chapter Chairperson, Assistant Chairperson if over seventy (70) bargaining unit members, Assistant Chairperson as defined in Article 2, Section 3 (C)(5), the Athletic Director, and Department Heads, Core Team Leaders, and Special Education Liaisons shall have a homeroom. Homerooms within the building shall be as equal as possible in enrollment. Exceptions may be made for Special Education. The Principal and UCC may exclude other individuals. The UCC members shall not be excluded from homeroom duty unless otherwise qualified under an excluded classification. [Move to Article 9]~~

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2. ~~All certificated/licensed staff who instruct students in grades 6, 7 and 8, excluding K-8 Schools, shall have an advisory period. The Principal and the UCC shall decide when advisory activities shall take place. Advisory activities shall not take place during the homeroom period. Homeroom periods shall not exceed fifteen (15) minutes, except in emergency situations as defined by the CEO or designee.~~

~~[MOVED TO ARTICLE 9] T. Instructional Time and Substitute Duties at the Secondary Schools. [Move to Article 9]~~

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~~1. Assigned time shall be defined as the total of each period's instructional time plus one (1) interval of passing time per period at the high schools. If a teacher chooses to accept more assigned time on one (1) or more days of the week in exchange for less assigned time on other days, the total assigned time for the week shall not exceed 1,3501500 minutes, based on six assignments.~~

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~~2. Teacher assigned time at the high schools shall not exceed 290 minutes per day, including passing time and a homeroom not to exceed fifteen (15) total minutes. Total assigned time per week shall not exceed 1,450 minutes. Teachers shall not be required to perform substitute duties for absent teachers during the period in which they have instructional duties, except in extreme emergency situations. Mutual agreement is required for a teacher to serve as a substitute teacher.~~

~~3. Any modifications to the above instructional times may be modified through the AAP process.~~

~~8. U. The P.A. The P.A. system may be used once a day or as defined in the guidelines agreed to in a written mutual agreement by the Principal and the UCC at the beginning of each school year.~~

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Section 2. Lesson Plans

A. Lesson plans should be considered as a guideline for effective instruction. Therefore, it is essential that teachers maintain substantive daily lesson plans which will provide a framework for such instruction. Substantive lesson plans include, at a minimum, aims and goals for student learning/achievement which parallel the District's course of study Scope and Sequence; daily, weekly and instructional unit objectives correlated to the District's Course of Study Scope and Sequence, including timelines set by the District, and assessment tools. Teachers are not required to recopy or otherwise duplicate information contained in the Course of Study Scope and Sequence or timelines into their lesson plans. Teachers shall be evaluated on the basis of the effectiveness of classroom instruction, but repeated failure of any teacher to maintain appropriate substantive lesson plans shall also be considered in overall teacher evaluation. [This language is addressed in the TDES Article.]

B. [language eliminated]

C. An emergency lesson plan must be left with either the appropriate department head or administrator to be available for substitutes to facilitate instruction when the regular teacher is absent. This emergency lesson plan shall contain the basic information necessary for the substitute to carry on during the teacher's absence.

D. The regularly assigned teacher should not be expected to submit lesson plans when he or she is absent for one week or more due to illness or family emergency. For non-emergency absences, teachers are required to leave lesson plans with the appropriate department head or administrator prior to any absence, unless otherwise approved by the Principal. The regularly assigned teacher, department head and/or administrator should use discretion in the making of arrangements to continue a program of instruction.

E. Duplicate sets of lesson plans are not necessary and need not be prepared.

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[Section 3 is maintained and will stay in Art. 10]

[MOVED TO ARTICLE 9] Section 4. — Use of Unassigned Time.

~~Teachers' planning periods assigned during the student day is are to be used for pupil and/or parent conferences, lesson preparation, collegiality or any other relevant instructional effort in the building and may not be assigned by an administrator. [Move to Article 9]~~

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[MOVED TO ARTICLE 9] Section 5. — Use of Common Planning Time.

~~In any building in which common planning time is in lieu of a class assignment for teachers who are part of a contractually recognized team or other negotiated collaboration, the teacher shall use that common planning time for its intended purpose — to plan with other members of his/her team to provide better motivational and/or instructional services to students. [Move to Article 9]~~

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Section 46. Elementary/K-8 Assignments.

Subject to Article 12, Elementary/K-8 teachers shall not be required to change grade level or school after October 1 for the purpose of enrollment adjustments.

[MOVED TO ARTICLE 9]

Section 7. — Unassigned Periods for Elementary/K-8 Teachers. [Move to Article 9]

~~A. — Additional unassigned periods shall be equalized to the maximum extent possible among all teachers in a building. If the additional unassigned periods cannot be completely equalized, the extra unassigned periods shall be rotated.~~

~~B. — Unassigned periods will be provided through the employment of additional art, music, physical education teachers, media specialists and other ESP teachers. ESP in K-8 Buildings include, but is not limited to art, music physical education, media, and may include other subjects, i.e: Work and Family, foreign language, academic intervention. All elementary~~

~~teachers shall receive five (5) unassigned periods per week. All K-8 teachers shall receive six (6) unassigned periods per week.~~

~~DC. — Any additional educational aide time assigned to the school shall be provided equitably to teachers with the largest class size in descending numerical order.~~

~~E. — Elementary art, music, and physical education teachers shall have the option to schedule one (1) day before the official beginning of school to prepare supplies and equipment for use storage. For each day so scheduled, the teacher shall be paid at his/her daily rate. On the first day of school the students arrive, each art, music, and physical education teacher will be ready for instruction. Each such teacher shall also have the option to schedule one (1) day after the official close of the school year for the same reasons and be paid at his/her daily rate.~~

~~F. — In K-8 schools, each K-8 art, music, and physical education teacher shall have the option to schedule one (1) day after the official close of school to prepare supplies and equipment for storage and be paid at his/her daily rate. However, in K-8 schools, the day immediately preceding the first day of instruction shall be a room readiness day for all teachers.~~

~~G. — Media specialists shall use the first five instructional days and the last five instructional days of the school year to prepare supplies and equipment for use and storage.~~

~~**[MOVED TO ARTICLE 9] Section 8. — Secondary Department Schedules. [Move to Article 9]**~~

~~A. — Department schedules for the following school year shall be completed as soon as possible in the preceding school year. All assignments shall be as equitable as possible in terms of honoring preferences and number of preparations. For any and all changes made after the end of the school year, all teachers affected shall be notified in writing as soon as possible.~~

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~~B. — If drastic changes in the school population require significant changes in a department's scheduling, such changes shall be completed by October 1st.~~

~~C. — Secondary teacher class schedules may be changed on a quarterly basis with permission of the affected teacher.~~

~~D. — No secondary teacher shall have more than three (3) preparations unless he/she volunteers to take more than three (3).~~

Section 59. Grade Level/Subject Preference.

Teachers shall submit their grade level/subject preference for the following year to the Principal on or before April 15, and those preferences shall not be unreasonably refused.

[moved to article 9]

Section 10. Trade & Industry Program Assignments. [Move to Article 9]

A. ~~Teachers serving in state approved trade and industry programs will assume the standard assignment for a fulltime teacher which consists of six (6) classes and a homeroom per day plus an equitable portion of the miscellaneous services and activities of the school.~~

B. ~~Trade and industry teachers will be assigned to any state approved schedule in the area of vocational education. The assignment should include any necessary related subjects.~~

C. ~~Vocational education teachers assigned to one hundred and fifty (150) minute instructional blocks and whose classroom instructional time inclusive of passing time is increased shall be compensated based upon the following schedule:~~

Instructional Time in Addition to 290-300 Minutes	Compensation
0-7.5 minutes	0% of base salary
7.71-22.50 minutes	5.56% of base salary
22.51-37.50 minutes	11.11% of base salary
37.51 minutes and above	16.67% of base salary

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~~Further, the District and the Union agree that any vocational education teacher who is laid off as a result of the implementation of the new schedule shall be entitled to reimbursement for recertification/re-licensure tuition expenses, according to the following schedule, for the purpose of job retraining or expansion of certification/licensure up to a maximum amount of \$2,000.00 for tuition expenses which are incurred during the period of one year from the time a teacher receives a notice of lay-off contingent upon return to employment within the District:~~

Class/Subject Grade	Reimbursement
A	100%
B	75%
C	50%
D/F	0%

~~If the course is offered on a pass/fail basis, reimbursement shall be at 100% if the teacher passes.~~

Section 14.6. Teachers Assigned as Special Substitutes.

A. Every effort shall be made to find a regular substitute for a teacher when a teacher is absent or released from any scheduled class. Regular teachers may become "special substitute teachers" when a substitute is not available. Special substitute assignments shall be voluntary, except in emergencies as determined by the Principal consistent with the standards set in a written mutual agreement by the UCC and Principal at the beginning of the school year.

B. Special substitute assignments shall be made on an equitable basis whenever possible.

C. Special substitute assignments for secondary and elementary/K-8 schools shall be paid at the special substitute rate as set forth in Appendix A, Miscellaneous Rates of Pay.

D. In the secondary schools teachers may cover classes as special substitute teachers during their unassigned periods with the following guidelines:

1. Each teacher is limited to a maximum of two classes in a school day;
2. When possible, a teacher in the subject area department will cover the class.
3. Classes of absent teachers shall not be assigned to study halls.
4. A substitute will be provided for any absent teacher in study hall. If the normal procedure for coverage cannot be followed, this will be considered an "emergency" as defined in paragraph (A) of this section.

[MOVED TO ARTICLE 9]

~~E. In the elementary and K-8 schools teachers may be assigned consistent with the conditions set forth in Section (E), (1), (2) and (3) below on a period by period basis when they are available with unassigned periods. (When this is not practicable, the class may be divided into three (3) groups with one (1) group being assigned to each of three (3) teachers. Each teacher shall then be paid at the special substitute rate as set forth in Appendix A. [Move to Article 9]~~

- ~~1. Teachers of special subjects (including but not limited to reading and math intervention teachers) are not to be removed from their regular assignments to function as substitutes for absent teachers.~~
- ~~2. When an elementary or K-8 class is divided because no substitute is available for an absent teacher, those pupils coming from the absent teacher's class are not to be assigned to teachers of special subjects unless they are regularly scheduled for such assignment.~~
- ~~3. When a special subject teacher is absent, every effort will be made to find a suitable substitute. When a suitable substitute is not available, the procedure set forth in "A" above will apply.~~

[Maintain Section 12]

[moved to article 9]

~~Section 13. Compensation for Additional Class Assignments, Meetings, and Conferences.~~ [Move to Article 9]

A. ~~A secondary teacher shall receive compensation at the rate of one-sixth (1/6) of his or her base pay, proportionate to extra instructional time required by block scheduling, for accepting a seventh (7th) (additional for block scheduling) teaching assignment, until such time as a permanent teacher is assigned, when any of the following occur:~~

- ~~1. The teacher accepts a seventh (7th) teaching assignment for a period of four (4) consecutive weeks or more; or~~
- ~~2. A Principal determines, and has approval of the Academic Superintendent, that a seventh (7th) teaching assignment may be permanent; or~~
- ~~3. A teacher assumes report card grading responsibility for the seventh (7th) teaching assignment.~~

B. ~~Teachers who volunteer to accept an assigned period beyond the school day as part of their normal work load may be scheduled to arrive at the start of the second period. However, if the assigned period is in excess of the normal scheduled teacher load, the teacher shall report at the regular starting time for teachers, shall assume a full schedule of duties, and shall receive additional compensation for the assigned period. Compensation in such instances shall be at the rate of one-sixth (1/6) of the teacher's annual base contract salary as governed in paragraph "A" above.~~ [Move to Article 9]

C. ~~Whenever conferences or meetings are scheduled by the CEO or his/her staff during working hours, participating teachers shall suffer no loss of pay and a substitute shall be provided.~~ [Move to Article 9]

[MOVED TO ARTICLE 9]

~~Section 14. Teacher Release from Class Assignments.~~ [Move to Article 9]

~~All activities which require a bargaining unit member's release from any class period shall have prior approval by the appropriate administrator(s). Release for a Cleveland Metropolitan School District sponsored event shall not be unreasonably denied. Examples of administrators' approval which shall be included in this section are the following:~~

- ~~1. Attendance at committee meetings, workshops or professional meetings;~~
- ~~2. Supervision, officiating or coaching at school athletic events; (Release for a Cleveland Metropolitan School District sponsored athletic event shall~~

~~not be unreasonably denied. The Principal/Administrator shall be informed of the dates and times in which the bargaining unit member is requesting release no less than five (5) working days before the date of the release. The District will determine the release times for athletic events, dependent upon the type of athletic event and whether the event is designated home or away.)~~

- ~~3. Field trips to museums, institutions, concerts, theaters, camping, etc., including out-of-town trips;~~
- ~~4. Participation in contests such as mental mathematics, vocal and instrumental music, science fairs, etc.~~

Section 157. Staff Development Programs.

The District shall allow teachers to participate in appropriate staff development programs that it initiates or will offer an equal number of programs to accommodate an equal number of teachers provided there is no substitute cost to the District.

Section 168. Permanent Vacancies, Open Positions. [Move to Article 12]

A. By the first day of the second marking period, all open positions authorized within staffing allocations will be filled with contracted teachers who possess appropriate certification/licensure. Established District personnel selection procedures remain in effect.

B. Temporary contracts will be issued to appropriately certificated/licensed individuals assigned to open positions created by resignations or extended leaves of absences of greater than four (4) weeks duration. In cases where an appropriately certificated/licensed teacher is not available, the currently assigned substitute may be permitted to remain in the open position if approved by the Principal, until an appropriately certificated/licensed teacher is available and assigned.

C. Open Positions. No full-time non-classroom position in a school will be staffed with anyone whose certificate/license qualifies them to fill a classroom open position in that school.

Section 179. Classroom Integrity.

A. No program or specified remedial action for students involving other certificated/licensed personnel, other than those assigned to the building and programs which have been mutually scheduled with the teacher and designed to take place in the classroom, may occur without the consent of the classroom teacher normally assigned there. If consent is not given, other arrangements must be made for the services to take place. This language shall not be construed to deny any student instructional services to which he/she is entitled.

B. Parents and community members may visit classes provided that District guidelines and the CTU Agreement are followed. The Principal and UCC of each building will develop guidelines by written mutual agreement concerning such classroom visits. Teachers

shall have the discretion to limit access when visitation will cause disruption to the educational process.

Section 1810. K-1 Transition Classes.

The Principal in written mutual agreement with the UCC in each elementary/K-8 school may opt to establish at least one K-1 transition class within existing staff allocations. The students selected for this class will be determined by the kindergarten and first grade teachers and the class size shall be set by the UCC. The K-1 transition class is meant to be a bridge between kindergarten and first grade, as well as a gatekeeper structure to direct children to the appropriate services which best serve their needs. This may include referral to first grade, second grade, SBH, LD and/or other appropriate school programs.

Section 119. Reading in Content Areas.

A. Each certificated/licensed employee in the District is encouraged to develop skills necessary to assist students to improve in reading.

B. As instructional reading skills in the content areas are acquired, certificated/licensed employees will incorporate them in their instructional plans and delivery.

C. Graded courses of study will be revised to allow for the infusion of reading skills.

D. The infusion of reading in the content areas may be assessed based on classroom instructional evaluation procedures.

E. Each school staff will develop and implement a plan to improve reading.

Section 1220. Parent/Guardian Contact.

The District and the Union agree that contacts with the student's parent/ guardian are an important and essential part of a teacher's professional responsibility.

Each teacher shall make every good faith effort to utilize telephone calls, home visits or other contacts with the parent/guardian of each student to the extent possible by the end of ADM-1 (Fall Average Daily Membership Reporting Period) week and shall continue these contacts, as necessary, throughout the school year. Other bargaining unit members shall assist. The purpose of the contact with the parent/guardian shall be to establish rapport to address/solve teacher and/or parent/guardian concerns, e.g., potential discipline issues, academic performance, and test results. Parent/guardian contacts should be documented for future reference. Teachers will continue to be available throughout the school year for parent-teacher conferences within their scheduled school day, exclusive of lunch, and arranged in consideration of the teacher's schedule and other commitments.

Section 1324. Looping.

Looping is taking the same class of children two or more years consecutively. Teachers may volunteer to loop, subject to written mutual agreement between the Principal and the UCC.

Section 1422. Internal Review Team.

The Chapter Chairperson, or his/her designee, shall be invited to participate on any internal review team formed to evaluate the functioning of the school.

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ARTICLE 12

POSTING OF VACANCIES, HIRING, ASSIGNMENT, AND TRANSFER PROCEDURES

Teacher, as used in this Article, shall mean certificated and/or licensed teaching personnel under continuing or limited contract on the teacher's salary schedule in the District.

Section 1. Voluntary Transfers Applying for Open Positions

A. Personnel Selection Committees.

1. Voluntary transfers are transfers initiated at the request of the teacher. Each school shall establish a Personnel Selection Committee consisting of the Principal, the CTU Chapter Chairperson, a parent and a staff member from the job classification for the posted position and any other members mutually agreed upon by the Principal and Chapter Chairperson. When openings for bargaining unit positions occur, the Principal and UCC shall, by mutual written agreement, select the members of the Personnel Selection Committee who will interview candidates for those positions. Individual buildings will hold interviews, with the Personnel Selection Committee, on dates and times that have been mutually agreed upon by the Administrator and Chapter Chair. Interviews will not be delayed due to the unavailability of duly notified members of the Personnel Selection Committee, including during school recess periods.

2. In the event the District creates a new program or school, the Personnel Selection Committee will consist of a representative from Human Resources, the CTU President or his/her designee, a parent representative, a certificated/licensed teacher, a principal, if selected, and a community representative. The Personnel Selection Committee will hold interviews on dates and times that have been mutually agreed upon by the Administrator and Chapter Chair. Interviews will not be delayed due to the unavailability of duly notified members of the Personnel Selection Committee, including during school recess periods.

B. The process for Voluntary Transfers applying for open positions shall be as follows:

1. There are two (2) application periods. ~~Voluntary Transfer period for applying for open positions, will begin and end with dates mutually agreed upon by the District and the CTU~~

a. Application Period One: For openings that exist prior to the start of the school year, the date to begin the first application period will be selected mutually by the District and CTU and will be determined by May 1 of each year. The process will end ten (10) days prior to the start of the school year. All interested certified/licensed teachers may apply for open positions in this application period.

b. Application Period Two: For openings that occur at the beginning of the school year, the process will end by September 30, or another date mutually agreed by the District and CTU. There shall be no necessary

transfers due to enrollment after October 1st. Only those certified/licensed teachers who have been identified for a necessary transfer as described in Section 2 below may participate in this application period.

c. Each application period may include an Open Position Fair as outlined in paragraph 8 below. If the Voluntary Transfer Fair is not held prior to the end of the school year the District and the CTU may agree to open the Voluntary Transfer process prior to the Fair.

d. The district will assign a substitute teacher or hire an external candidate for any open position occurring outside of the Open Position application periods.

2. The District will determine preliminary teacher allocations based on projected student enrollment and programming needs prior to the Voluntary Transfer Process posting of open positions. Final teacher allocations based on student enrollment will be made in the month of September.

3. Any current teacher interested in interviewing for an open position must submit to the desired building(s) his/her "Interest to Interview Form". The Personnel Selection Committee shall consider each applicant's Form, along with any qualified external applicants, and will determine who will be interviewed. Neither an interview nor a position is guaranteed.

4. In accordance with RC Section 3311.79, the Personnel Selection Committee shall make recommendations whether to assign a teacher to an open position in the building based on how suitable the teacher's credentials fulfill the needs of the particular school. For this purpose, the Personnel Selection Committee shall consider the following credentials:

a. The level of certification/license held by the teacher;

b. The number of subject areas the teacher is certified/licensed to teach;

c. Whether the teacher is "Highly Qualified" per the Revised Code;

d. The results of the teacher's performance evaluations;

e. Whether the teacher has recently taught and been evaluated in the grade(s) and/or subject area(s) the teacher would teach at the school;

f. Any specialized training or experience the teacher possesses relevant to the open position;

g. Any other credential established by the CEO or Personnel Selection Committee.

5. Seniority or continuing contract status will not be used as the primary factor in determining any teacher's selection for an open position.~~determination of teachers chosen to fill the identified open positions will be based solely on the selection of those teachers by the Personnel Selection Team regardless of seniority.~~
6. Positions interviewed for will be based upon identified open positions. The Personnel Selection Committee shall make its recommendations to the CEO or designee for final approval of the assignment. Individual building administrators must notify Human Resources of the Personnel Selection Committee's recommendations via email.
7. Once a teacher has voluntarily accepted a transfer to an open position, the teacher cannot apply for or accept any other positions that must be filled during the course of that same school year unless:
 - A. The teacher is subsequently identified by the CEO or designee for a Necessary Transfer; or
 - B. During Application Period Two, the teacher is reapplying for a position at a school from which the teacher was previously identified as a Necessary Transfer during Application Period One for the same school year, (see Section 1(B)(1) above), in which case the teacher must submit the Interest to Interview form within two (2) workdays of the posting. The Personnel Selection Committee must consider and act upon the Interest to Interview Form within three (3) working days of its receipt prior to considering other applicants. Neither an interview nor a position is guaranteed.
8. A Voluntary Transfer Open Position Fair(s) will~~may be held during each application period in spring prior to the end of the school year, or another on dates mutually agreed to upon by the District and the CTU. At the Open Position Voluntary Transfer Fair(s) the Personnel Selection Teams Committee, as defined in Article 12, Section 1(B), from each building will interview teachers that have been selected by the Personnel Selection Team Committee via an the "Interest to Interview Form" jointly developed revised by the CMSD and CTU representatives. Positions interviewed for will be based upon identified open positions. The final determination of teachers chosen to fill the identified open positions will be based solely on the selection of those teachers by the Personnel Selection Team regardless of seniority.~~
5. Any teachers interested in interviewing for an open position must submit to the desired building(s) his/her "Interest to Interview Form". Personnel Selection Committees will determine the interested employees to be interviewed. Neither an interview nor a position is guaranteed.

6. ~~a. On the day of the Voluntary Transfer Open Position Fair, if there is an open time slot, teachers may request an interview with the Personnel Selection Committee.~~

7. ~~b. At the Open Position Voluntary Transfer Fair, following the interviews, teachers wishing to voluntarily transfer applicants who remain interested in any position(s) will complete a form listing the building assignments they will accept in order of preference. This form will be turned in to the registration table prior to leaving the Open Position Voluntary Transfer Fair. Also, the Personnel Selection Committee, prior to leaving the Open Position Voluntary Transfer Fairs will turn in their school's teacher selection form.~~

8. ~~On the dates prior to or following the Voluntary Transfer Fair, teachers themselves must make interview arrangements by submitting an "Interest to Interview Form" to the desired building(s) principal.~~

9. ~~If the building Personnel Selection Committee(s) has not identified candidates for open positions by the timelines set forth in paragraph (B)(1)(a) and (b) above, the CEO or designee shall assign teachers to any remaining open positions based on the best interests of the District, taking into consideration all input from the Personnel Selection Committee(s).~~

~~Individual buildings will hold interviews, with the Personnel Selection Committee, on dates and times that have been mutually agreed upon by the Administrator and Chapter Chair.~~

9. ~~Individual building administrators must notify Human Resources of other open positions filled via email.~~

10. ~~Teachers are permitted to make only one Voluntary Transfer move during this period.~~

10. ~~Bargaining Unit Members will not receive additional compensation as an interviewer or interviewee.~~

11. ~~Bargaining Unit Members will not receive compensation as an interviewer or interviewee at the Voluntary Transfer Fair.~~

Section 21. Necessary Transfers

A. Defined. Necessary transfers are transfers out of a school initiated by the administration after notice and discussion with the Union because of:

1. Enrollment changes;
2. Opening or closing Elimination of eliminating positions;

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3. ~~Closure of closing programs;~~

3. ~~Staffing new buildings;~~

B. Necessary Transfer Procedure.

1. ~~When a transfer is necessary, the teacher shall be consulted and then notified in writing no less than five (5) working days before the effective date of the transfer. If the teacher makes a written request to return to his/her previous worksite, those teachers who are necessary transfers will maintain a right to return for two years. After the first day of the second marking period, if a position opens that has a Right to Return, the Right to Return will be honored for the following school year.~~

~~The district will assign a substitute teacher or hire a teacher for the open position during the remainder of that school year. If a new hire is placed in the position, he/she will have a right to the position for the remainder of the school year only. The teacher with a Right to Return will then have the right to the position the following school year if the position is still part of the building's staff allocation and he/she wishes to return. If the teacher with the Right to Return chooses to return, the new hire in that position will become a necessary transfer.~~

2. ~~The responsibility for assignment of teachers rests with the CEO. If school closing(s) precipitate necessary transfers of more than seventy five (75) teachers, then necessary transfers shall have precedence over all other requests.~~

3. ~~There shall be no necessary transfers due to enrollment after October 1st. The District may enact a special transfer of a qualified intervention specialist from another building because of enrollment changes after October 1st, provided the special transfer does not result in a caseload overage.~~

4. ~~A conference will be held wherein the teachers will select in order of seniority from available positions. Human Resources will extend all due courtesy to the teacher and make every effort to accommodate his/her requests.~~

5. ~~In the case of necessary transfers, teachers affected may request the District to move job-related materials from the old worksite to the new worksite.~~

CB. Determining Seniority Candidates for Necessary Transfers. Prior to the Open Position application periods set forth in Section 1(B)(1)(a) & (b) above, the following process for determining candidates for Necessary Transfers must be completed:

1. The District will notify each school's Principal and Chapter Chairperson of the proposed positions subject to Necessary Transfer.

2. The Principal and Chapter Chairperson may provide alternative recommendations to Human Resources within two (2) working days.

3. After considering the recommendations, the District will notify each school's Principal and Chapter Chairperson of the final positions subject to Necessary Transfer.

4. The Principal and Chapter Chairperson will notify the staff of the affected grades/subject areas. Staff who would like to volunteer for a Necessary Transfer will notify Human Resources within two (2) work days.

5. If there is an insufficient number of volunteers, the Personnel Selection Committee shall identify the staff to be reassigned using the Necessary Transfer Rubric attached in Appendix _____. The CEO and CTU President may mutually agree to modify the Rubric in Appendix _____, inverse system seniority shall govern as outlined below, will be determined based upon (i) experience, (ii) area of certification/licensure, (iii) level of certification/licensure, and (iv) specialized training as determined in accordance with Article _____. Lay-offs and Recalls for Teachers. The weight allocated for each factor is as follows:

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- i. Experience – 1 point for every year of teaching experience in the District.
- ii. Area of certification/licensure – 1 point for each area, 2 points for Comprehensive Science and/or Social Studies.
- iii. Level of certification/licensure – 1 point for each level (i.e. 1 point for Resident Educator License, 2 points for Professional Educator License/Permanent Certificate, 3 points for Senior Professional Educator License, and 4 points for Lead Educator License).
- iv. Specialized training – 1 point for every area of specialized training.

The Principal and Chapter Chair will verify the order for Necessary Transfers. In the event the weighting is equal, the tie breaking procedure set forth in Article 17, Section 4, Seniority Tie-Breaker, will be used.

The CEO and CTU President may mutually agree to modify the factors in this paragraph.

6. Teachers who have been identified as subject to Necessary Transfer shall be notified in writing that they will be required to participate in the Open Position process as described in Section 1(B) above. The notice will be given no later than the first day of the applicable Open Position application period.

Seniority in necessary transfers of teachers shall be determined by system seniority only, using the tie-breaker system listed under Article 17, Section 4, if necessary. Substitute teachers who are assigned as full-time teachers shall earn system seniority on the basis of

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one (1) year credit for each one hundred and twenty (120) days of service within a school year.

D. Application of the Seniority System in Necessary Transfers.

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1. ~~Secondary schools (middle and high schools) will apply the seniority system in necessary transfers on a departmental basis.~~
2. ~~Elementary schools and K-8 schools will apply the seniority system in necessary transfers on a school basis, except in Kindergarten, Child Development, Special Education and the Special Subject (ESP) Areas. For the purpose of this section, all Intervention courses are to be considered in regular education department. In Kindergarten, Child Development, and Special Education, the seniority system in necessary transfers will be applied on a departmental basis. In an effort to offer a variety of educational opportunities, in the Special Subject (ESP) areas, the seniority system in necessary transfers will be applied by certification/licensure. Refer to Article 10 Section 1 (P)(2)(h).~~
 - a. ~~Seniority of teachers in the schools involved shall take precedence in assignment.~~
 - b. ~~The CTU will meet with the central office administration to determine specific procedures in the reassignment of staff. The procedures shall include meetings of involved faculties to explain the transfer procedures.~~

ED. Exemptions to Necessary Transfers. The following will be exempt from necessary transfers:

1. The CTU Chapter Chairperson;
2. ~~Three (3) Two (2) secondary school teachers identified by position only determined by the Principal of each secondary school after notice and consultation with the building's UCC. In schools with more than 600 students and less than 900 students, four (4) three (3) teachers identified by position only may be selected, and in schools with more than 900 students, five (5) four (4) teachers identified by position only may be selected. Such selection shall be made from the following list in a written mutual agreement by the first of March-May or there shall be no exemptions for the following school year except that of the CTU Chapter Chairperson:~~
 - a. One or more head coaches in any sport in Senior High;
 - b. Department Heads;
 - c. Athletic Director in Senior High;

- d. Dramatics Director in Senior High;
- e. Newspaper Advisor in Senior High;
- f. Student Council Advisor in Senior High;
- g. Testing Coordinator;
- h. Student Support Team Chairperson;
- gi. Any special exemption agreed to by written mutual agreement of the Principal and the UCC. If agreement on such a special exemption cannot be reached, there will be no such special exemption.

Section 3. Special Transfers

A. Special transfers are transfers requested by either Bargaining Unit Members or administrators for the purpose of promoting the best interest of the District.

B. In the event it becomes necessary to assign, reassign, or transfer a teacher, whether voluntarily or involuntarily on the part of the teacher, for the purpose of promoting the best interests of the district, the Academic Superintendent shall first meet with the teacher, the principals of the affected buildings, and the CTU President or designee. The assignment, reassignment, or transfer shall not be delayed due to the unavailability of the meeting participants who have been duly notified. Special transfers shall be effected only after a conference among the Bargaining Unit Member, the Principal, the Academic Superintendent, the President of the CTU or his/her designee.

C. The District may enact a special transfer of a qualified intervention specialist from another building because of enrollment changes after October 1st, provided the special transfer does not result in a caseload overage.

Section 54. Transfer Protocol

- A. If a person is transferred, then effective on the first day of the second grading period, this person carries with him/her all system seniority accumulated to that time.
- B. Chapter Chairs will be a part of the Transfer Process, including the staffing calls or meetings with the Principals at each building.
- C. The District and the CTU will work together in the preparation of materials and the process ("Interest to Interview Form", resumes/applications, training materials, and the training session) with the Principals and Chapter Chairs.

- D. Once the preliminary allocations are determined, a new open position list will be posted each working day throughout the Open Position application Period~~period~~, if there is a change. During the remainder of the school year a new Open Position List will be sent to the CTU on the first of each month.

Section 5. Transfer & Relocation

A. Teachers being transferred for any reason from one building to another during the school year:

1. shall receive one (1) day (with no pupils) to pack up in their old assignment, and
2. shall receive one (1) day (with no pupils) in the new building in order to become organized.

B. Teachers whose assignment has changed within the building during the school year, which requires a grade level or classroom move or change, shall receive one day with no pupils to pack and unpack for their new assignment.

C. In the case of necessary transfers, teachers affected may request the District to move job-related materials from the old worksite to the new worksite.

Section 16. Posting Procedure

A. The District will provide CTU with an Open Position List each month. The list will be sent electronically no later than the first Friday of each month.

B. Vacancies that occur outside of the Open Position application process will be posted ~~within~~ thirty (30) days of the determination to fill a vacancy. ~~It shall be posted on the District website and via email by the administration along with the teaching position requirements, job description, needed, and the salary to be paid.~~ Vacancies will be posted in each building, the CTU office and the Administration Building for the following areas:

Supervisors

Assistant _____	Principals _____
Department _____	Heads _____
New _____	Program _____
Special _____	Projects _____
Differential Positions _____	Assignments _____

B.C. When new programs/projects are initiated in an existing school, the staff in that building shall have the opportunity to apply and be considered for positions consistent with the process set forth in Section 1 above. Following initial selection of program/project staff, only vacant positions shall be posted. Each school shall establish a Personnel Selection Committee consisting of the Principal, the CTU Chapter Chairperson, a parent and a staff member from

the job classification for the posted position and any other members mutually agreed upon by the Principal and Chapter Chairperson. When openings for bargaining unit positions occur, the Principal and UCC shall, by mutual written agreement, select the members of the Personnel Selection Committee who will interview candidates for those positions. Interviews will not be delayed due to the unavailability of duly notified members of the Personnel Selection Committee during school recess periods. In the event the District creates a new program or school, the Selection committee will consist of a representative from Human Resources, the CTU President or his/her designee, a parent representative, a certificated/licensed teacher, a principal, if selected, and a community representative.

D. If the District and CTU have agreed through written mutual agreement on any material changes/differences, bargaining unit members who apply for option programs or schools agree that acceptance of a position with such a program or school constitutes acknowledgement and acceptance of the policies and working conditions associated with the position, some of which may differ from those set forth in this Agreement.

Based on the two preceding paragraphs, an individual memorandum of understanding, which will include interviews, will be created for each of the schools that are proposed to open in the 2007/08 school year: Female Academy (2), Male Academy (2), STEM (1), Ginn Academy (1) and In-district Elementary Academies and the remaining school years of this Collective Bargaining Agreement. All choice school memoranda of understandings will be reviewed on an annual basis. (See Article 2, Section 12.)

Section 2. — Application Procedure

Teachers may submit a letter of application to their subject supervisors for future vacancies. The administration shall consider these requests along with those received by the actual posting of vacancies in determining the final selection. Subject supervisors shall retain for future consideration, during the year in which submitted, all letters of application received from unsuccessful applicants.

Section 3. — Equal Opportunity for Desegregation Programs

All teachers will be provided with the opportunity to apply for and be considered for positions in any new programs developed for desegregation.

Section 47. Notification

After applicants for posted positions have been interviewed by the Personnel Selection Committee appropriate administrative and/or supervisory staff members, each applicant will be notified in writing by the administrator or supervisor of the person(s) selected of their status as an applicant.

Section 5. — Purchased Learning Programs

The District and CTU agree as follows:

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1. ~~Vacancies in purchased learning programs first will be posted and filled with bargaining unit members in accordance with Article 12. However, the District will not remove a certificated/licensed teacher (non-substitute, including those certificated/licensed under R.C. 3319.26) from a regular classroom assignment to fill the new program vacancy if a certificated/licensed teacher (non-substitute, including those certificated/licensed under R.C. 3319.26) is not available to fill the regular classroom assignment which would be left by the teacher assuming the purchased program position. In the event a regular classroom teacher is not available to fill the classroom assignment which would be vacated by a teacher assuming a purchased program position, or if there are insufficient applicants, the purchased program positions may be filled by substitutes.~~
2. ~~The qualifications and requirements for such positions shall be included in the posting and shall be consistent with this Agreement unless the District and CTU have engaged in bargaining and agree to any material differences/changes. By accepting such appointment, the individual agrees to follow the work day and perform the duties associated with the position in the new program.~~ [Moved to Article 22].

~~not be unreasonably denied. The Principal/Administrator shall be informed of the dates and times in which the bargaining unit member is requesting release no less than five (5) working days before the date of the release. The District will determine the release times for athletic events, dependent upon the type of athletic event and whether the event is designated home or away.)~~

- ~~3. Field trips to museums, institutions, concerts, theaters, camping, etc., including out-of-town trips;~~
- ~~4. Participation in contests such as mental mathematics, vocal and instrumental music, science fairs, etc.~~

Section 157. Staff Development Programs.

The District shall allow teachers to participate in appropriate staff development programs that it initiates or will offer an equal number of programs to accommodate an equal number of teachers provided there is no substitute cost to the District.

Section 168. Permanent Vacancies, Open Positions. [Move to Article 12]

A. By the first day of the second marking period, all open positions authorized within staffing allocations will be filled with contracted teachers who possess appropriate certification/licensure. Established District personnel selection procedures remain in effect.

B. Temporary contracts will be issued to appropriately certificated/licensed individuals assigned to open positions created by ~~resignations~~ extended leaves of absences of greater than four (4) weeks duration. In cases where an appropriately certificated/licensed teacher is not available, the currently assigned substitute may be permitted to remain in the open position if approved by the Principal, until an appropriately certificated/licensed teacher is available and assigned.

C. Open Positions. No full-time non-classroom position in a school will be staffed with anyone whose certificate/license qualifies them to fill a classroom open position in that school.

Section 179. Classroom Integrity.

A. No program or specified remedial action for students involving other certificated/licensed personnel, other than those assigned to the building and programs which have been mutually scheduled with the teacher and designed to take place in the classroom, may occur without the consent of the classroom teacher normally assigned there. If consent is not given, other arrangements must be made for the services to take place. This language shall not be construed to deny any student instructional services to which he/she is entitled.

B. Parents and community members may visit classes provided that District guidelines and the CTU Agreement are followed. The Principal and UCC of each building will develop guidelines by written mutual agreement concerning such classroom visits. Teachers

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ARTICLE 15
POLICY AND PROCEDURES GOVERNING SOCIAL EMOTIONAL LEARNING,
STUDENT DISCIPLINE, AND MISCONDUCT

Section 1. Policy

Effective discipline, observance of law and order, and respect of the rights of others are necessary so that all pupils may attain the highest degree of quality education. Every pupil has the right to learn, and any act by a classmate which interferes with that right will not be tolerated. Those pupils who deny this right to their classmates and who disrupt classroom and school procedures will be dealt with promptly and vigorously to the full extent of the law and the policies and rules of the District.

The teacher's authority in the classroom is undermined when a pupil is disruptive. As a result, the entire school suffers deterioration in standards, morale and a climate favorable for teaching and learning.

A teacher shall have the right to employ reasonable discipline to maintain a safe environment conducive to learning.

Section 2. Intraschool Assignment

At all schools wherein a child whose documented disruptive behavior indicates that an alternate class assignment would be beneficial for the child and the learning environment, a teacher may by mutual agreement with another teacher arrange for a transfer of the student. The teacher receiving the child may, in turn, identify one child who could also benefit from an alternate setting and that child shall be placed into the first teacher's class. This request will be honored for up to four (4) children per teacher per school year in secondary schools and up to two (2) children per teacher per school year in elementary schools. To be implemented, this arrangement must be in compliance with ~~the Remedial Order and~~ teacher class size limits.

Section 3. Behavioral History

Principals will share in writing appropriate information with the ~~Chapter Chairperson and the teacher(s), related service provider(s) and paraprofessional(s)~~ affected concerning the behavioral history (specifically to include behaviors which involve acts of violence, threats of violence, and weapons) of students. The Chapter Chairperson shall, consistent with the mandates set forth in FERPA and ORC 3319.321, be provided with redacted copies of appropriate information regarding the behavioral history of students. This information may include juvenile court history of students new to the school through a special transfer made for disciplinary reasons or when the child returns to school from juvenile court or any institution outside the home.

Section 4. Referral to Principal

A. A teacher may refer to the Principal or his/her representative for appropriate action a pupil who is causing serious or continuous disruption (*Appendix F*). The teacher shall

immediately communicate in writing to the Principal, or his/her representative, the necessary information concerning the problem, unless the student is escorted to the office by an adult employee who provides the Principal or his/her representative with the necessary information. An elementary teacher may recommend in the referral that the pupil be retained by the Administration for one or more periods. A secondary teacher may recommend that the pupil not be returned to the referring teacher's class that day. The recommendation shall not be unreasonably refused.

B. In the event the referred pupil refuses to comply with the teacher's directive to report to the office, the teacher may request the assistance of the Principal or his/her representative or the school security officer. The Principal shall, in all cases, provide timely assistance to requesting teachers in need.

~~C. When a student is referred to an administrator, appropriate disciplinary action shall be taken. The Principal or his/her representative shall inform the referring teacher of the disposition of the problem. The Discipline Subcommittee of the UCC in each school will make recommendations for mutual implementation of a school discipline program.[moved to section 7.A]~~

D. A teacher or Principal may request a conference with the teacher, Principal, parent and/or counselor (and student where deemed appropriate). After the teacher has demonstrated a good faith effort to contact the parent and resolve any issues, the Principal, upon review, shall honor the request and communicate, in writing, with the parent/guardian of the student in question and establish a conference time convenient to the teacher and to the parent. If a conference cannot be arranged during regular school hours, then upon mutual agreement any conference may be held before or after regular hours provided that (1) the conference commences no sooner than one hour before the school day or no later than one hour after or 4:00 p.m., and ends no later than 5:00 p.m., and (2) the teacher is compensated for the length of the conference at the in-service rate on the basis of one (1) hour pay for each hour and/or portion thereof. If unable to arrange a conference with the parent, then the conference shall be held and the parent shall be notified of the conference outcome. The Principal shall chair the meeting and the group shall clearly define the expectations for the child's behavior and articulate the forms of discipline and/or procedures which will be used if the child's behavior does not meet the identified expectations. The forms of discipline and/or procedures will take into consideration improvements in the child's behavior.

E. Offenses for which teachers may refer students to the office and for which the Principal will retain pupils for the remainder of the class period are: chronic Level I, or Level II, III and IV misbehaviors, as specified in the Student Handbook/Code of Conduct, which is revised annually.

F. Pupils under office discipline may not be used for school services while being detained. A written record of adverse conduct by a pupil shall be secured and maintained by the administrative staff of each building.

Section 5. Right of Removal Removal for Educational Intervention

~~A committee composed of four representatives appointed by the CTU President and four representatives appointed by the CEO shall meet to plan appropriate training steps for implementation and shall make. Recommendations~~ make recommendations ~~are due from the committee to the CEO and CTU President by June 30, 2007.~~

The normal referral process in each school remains in place. Additionally, effective with the first day of second semester of the 2000-01 school year, every classroom teacher shall have the right to exercise a Right of Removal Removal for Educational Intervention (RoREI) ~~to and~~ send a student out of that particular instructional period (secondary/departmentalized instructional period) for up to five (5) days or, if self-contained, out of that particular classroom for up to two (2) days, if the student is consistently or flagrantly disruptive or disrespectful. Students who are being removed from encore classes in elementary, pre-K-8 or K-8 schools, may be removed from that classroom for up to two (2) instructional periods. There will be a simple Right of Removal REI form (Appendix) ~~agreed to by the CTU and the District~~ supplied to all teachers to be sent with the student, unless the student is escorted to the office by an adult employee who provides the Principal or his/her representative with the necessary information. The form must be submitted electronically within twenty-four (24) hours where the teacher has access to appropriate technology. If the teacher does not have access to appropriate technology, the teacher is to send to the Principal a hard copy of the completed REI Form ~~By the end of the school day, the teacher is to send to the Principal the completed Right of Removal Form.~~ This form will also be used for the purpose of collecting data regarding the Right of Removal REI process and making data driven decisions regarding possible improvements to the process. ~~The initial LMC will conduct a quarterly review of the aggregated data of the Right of Removal~~ REI process, ~~will occur no later than February 29, 2008.~~ Under no circumstances may a teacher have more than three students removed from his/her class at any one time without the permission of the Principal. The right of removal REI shall not be refused. Teachers will be provided training regarding the appropriate use of the right of removal REI.

The administration is to ensure the due process rights of the student are honored. This includes the due process rights set forth in the Student Code of Conduct and rights guaranteed to students with disabilities under federal and state law, but under Under no circumstances is the student to be returned to that class before the end of the RoREI period. In secondary schools, the student shall be sent to the office and the administration shall ensure during that period of the day the student will attend no scheduled class, excluding the Alternative to Suspension Program (ATSP) Planning Center room, nor be used as an office helper, for the appropriate number of RoREI-days. In elementary schools, the administration shall ensure the student attends no scheduled classes, excluding the ATSP room Planning Center, for the duration of the removal period, and is not used as an office helper. When a student is removed from a classroom, the administration shall determine the student's placement for those removed days, be it the ATSP room Planning Center, suspension to home, counseling services, home tutoring, community service, and/or other consequences. However, if the teacher makes a recommendation concerning the consequences, the recommendation shall not be unreasonably refused.

An intervention specialist will be identified and scheduled to provide services ~~identified~~ with IEPs in the Planning Center for a minimum of two (2) periods every day. If no students

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with IEPs are assigned to the Planning Center for that day, these periods shall be unassigned periods. Assignment to the Planning Center shall be voluntary. Intervention specialists must submit in writing to both the principal and chapter chairperson their willingness to volunteer for the Planning Center assignment in lieu of a teaching assignment. If sufficient volunteers are not available to meet the needs of the Planning Center assignment, the principal and chapter chairperson shall determine the fairest and most appropriate solution. No intervention specialist shall be involuntarily assigned to the Planning Center for two (2) consecutive school years. The intervention specialist assigned to the Planning Center will not replace or serve in lieu of the Planning Center Instructional Aide (PCIA).

No teacher shall suffer any reprisal by virtue of appropriately using his/her ~~ReRREI~~.

Section 6. Chapter Chairperson Responsibilities Related to Student Discipline

Effective with the first day of the second semester of the school year, the Chapter Chairperson may mediate disputes between the administration and individual teachers when student discipline is an issue. The Building Chairperson shall encourage constructive dialogue between the administration and the teacher when discipline issues seem to be impeding the educational process in the classroom. If the administration believes discipline issues are a concern with the Chapter Chairperson him/herself, the appropriate ~~Regional~~ Academic Superintendent and CTU Third Vice President shall mediate the dispute.

A. No ~~Right of Removal~~ Removal for Educational Intervention (ReRREI) decision by a teacher may be cancelled, modified, or in any way changed by any administrative authority, except upon parental appeal to the CEO and the President of the CTU. If the CEO or designee and the President of the CTU or designee agree the ~~ReRREI~~ was appropriate, it is upheld. If the CEO or designee, and the CTU President or designee agree the ~~ReRREI~~ was for an inappropriate amount of time, the number of days is therein adjusted by mutual agreement. If the CEO or designee and the CTU President or designee disagree upon the ~~ReRREI~~ time period, the matter is remanded to the Board of Education which may refuse to hear the appeal or adjudicate the appeal by a two-thirds (2/3) majority vote to uphold or revoke the particular ~~ReRREI~~ time period. In all cases, the student stays removed unless and until there is agreement between the CEO or designee and the CTU President or designee to shorten the term of removal or the appeal is adjudicated by a two-thirds (2/3) vote of the Board of Education.

~~B. In any bargaining unit member assault incident, the Chapter Chairperson shall arrange for all necessary forms to be filed in a timely manner, and shall provide transportation and accompany any teacher (both released on school business) testifying in a court of law regarding a student incident at the school. [Moved to Section 10.]~~

CB. The District may offer all Chapter Chairpersons a voluntary extended contract for the coming school year for the purpose of before-the-school-year in service and/or a differential to be present each day for a specified amount of time before and/or after school. Such a differential shall be based on daily rate and the District may determine the amount of time before or after school, up to a maximum of one (1) hour before school and one (1) hour after school.

DC. In the event the Chapter Chairperson concludes that the Principal is not dealing effectively with student discipline concerns, the Chapter Chairperson may contact the Regional Academic Superintendent. The Regional Academic Superintendent shall meet with the Chapter Chairperson and Principal within ten (10) working days of such contact to hear the Chapter Chairperson's concerns and attempt to develop a resolution satisfactory to the Chapter Chairperson and Principal.

Section 7. Written Referrals & Behavioral Remediation

A. The Discipline Subcommittee of the UCC in each school, which shall include the principal or administrative designee and the PCIA, will make recommendations for mutual implementation of a school discipline program. [moved from Section 4.C]

AB. When deemed proper by the teacher involved, in each written referral to the office it shall be specified as to the nature of the remedial action the teacher feels will best deter the child from further inappropriate behavior. If the behavior of the child was a specified Level I, II, III or IV misbehavior as identified by the current Student Handbook Code of Conduct, the Principal or his/her designee should seriously consider application of the teacher's specified remedial action. If the child's behavior in the incident is not adequately defined by the Student Handbook Code of Conduct and the Principal indicates the proposed remediation is not appropriate, the Discipline Subcommittee of the UCC may recommend alternative forms of discipline in such cases.

Section 8. Referral to CEO

Serious disciplinary problems constituting Levels III or IV misbehaviors (Student Handbook Code of Conduct revised annually), should be referred by the Principal to the CEO or designee, who will schedule a conference to be held at the District building, at which the pupil, the parent, and appropriate Board personnel will be in attendance.

Section 9. Principal's Authority for Suspension and Exclusion

A. The Principal may suspend a pupil in cases of a serious nature. Some acts for which suspension may be considered are: Level I repeated or chronic occurrences, Level II, III or IV misbehaviors (Student Handbook Code of Conduct revised annually).

B. The Principal may recommend the exclusion of a pupil through the normal referral procedures. Final recommendation for exclusion will be made by the CEO or designee.

Section 10. Assault and Battery on an Employee

A. A serious assault or battery includes (1) ~~an actual threat of serious physical, psychological, or emotional harm to a bargaining unit member;~~ or (2) [moved to Section 11] any deliberate inappropriate touching by a student or object that was under control of a student, that causes serious physical, psychological, or emotional harm; or (3) reckless conduct that causes serious physical, psychological or emotional harm.

B. The procedure to be followed in cases of serious assault or battery on an employee by a pupil in the course of employment is:

1. **Responsibility of the bargaining unit member:** If a bargaining unit member believes that he or she has been seriously assaulted or battered by a student, the bargaining unit member shall complete an ~~Incident Report~~ Pupil/Employee Incident Form and provide a copy to the Principal/Building Leader immediately, if able to do so, or as soon as possible. If the employee is unable to perform his/her duties, the office shall take appropriate steps to cover the employee's instructional responsibilities for the rest of the day and the employee is entitled to the rest of the day on assault leave. The Pupil/Employee Incident Form and the Article 15, Section 10 and 11 Form are included in Appendix _____.

In any bargaining unit member assault incident, the Chapter Chairperson shall arrange for all necessary forms to be filed in a timely manner, and shall provide transportation and accompany any teacher (both released on school business) testifying in a court of law regarding a student incident at the school. [Moved from Section 6B].

2. **Responsibility of the Principal/Building Leader after receiving a copy of the ~~Incident Report~~ Pupil/Employee Incident Form:**

- a. When a serious assault or battery is alleged, the Principal/Building Leader shall immediately initiate an investigation utilizing the District's Division of Safety and Security. This investigation shall include obtaining a-statements from the employee, the student(s), and any witnesses to the incident. Principals/Building Leaders faced with a serious problem, threatening the security of school personnel or property, are authorized to call the Cleveland Police Department, requesting immediate assistance.
- b. The investigation shall be completed within one business day of the time the bargaining unit member submits the ~~Incident Report~~ Pupil/Employee Incident Form.
- c. Following the investigation, the Principal/Building Leader shall immediately conduct a due process hearing to determine if a serious assault or battery occurred. The Principal/Building Leader shall then complete and submit the Article 15, Section 10, Serious Assault or Battery Form.
- d. If the Principal/Building Leader determines that a serious assault or battery occurred, the Principal/Building Leader shall immediately suspend the student for ten days and notify the student's parents. In addition, the Principal/Building Leader shall submit ~~an~~ the Article 15, Section 10, Serious Assault or Battery

Form to the Division of Pupil Personnel, Office of Hearings and Appeals, so the student can be assigned to another placement following the conclusion of the suspension. The Serious Assault or Battery Form shall include the definition of assault or battery as defined above. In addition, if the Principal/Building Leader either recommends expulsion or other interventions in addition to the suspension, the Principal/Building Leader shall complete a Student Administrative Intervention Form ("SAIF") and forward the SAIF, along with a copy of the file, to the Division of Pupil Personnel, Office of Hearings and Appeals.

- e. Consistent with the Family Educational Rights and Privacy Act ("FERPA") and ORC 3319.321, the Principal/Building Leader shall provide a copy of his or her findings to the bargaining unit member and the Chapter Chairperson. These findings shall include redacted copies of any written referral to the Division of Pupil Personnel, Office of Hearings and Appeals, the Incident Report Form, all witness statements, any reports or findings from Safety and Security, and the Principal/Building Leader's determination.
- f. If the Principal/Building Leader determines that a serious assault or battery did not occur, the employee may request that the ~~Regional Academic~~ Superintendent or designee review the facts and render a decision. In such case, the Principal/Building Leader shall provide a complete copy of his or her investigation, including any related paperwork, to the ~~Regional Academic~~ Superintendent.
- g. If the assailant has left the premises, the police shall be called and notified, and if the employee requests, a staff individual of the assaulted employee's choice with the Principal's approval may accompany the employee to the police station and/or medical assistance.

3. **Responsibility of the ~~Regional Academic~~ Superintendent after receiving a request for review from a bargaining unit member:**

- a. The ~~Regional Academic~~ Superintendent shall review all materials provided by the Principal/Building Leader and shall determine whether a serious assault or battery occurred. If the ~~Regional Academic~~ Superintendent determines that a serious assault or battery occurred, the ~~Regional Academic~~ Superintendent shall either follow the procedure outlined in Sections 2 (d) and (e) above, or shall direct the Principal/Building Leader to do so. This process shall be completed in no more than two working days from the date the bargaining unit member submitted the ~~Incident Report~~ Pupil/Employee Incident Form to the Principal/Building Leader, if the student is in an elementary classroom, or five

working days from the incident, if the student is in a secondary classroom.

- b. If the ~~Regional Academic~~ Superintendent determines that a serious assault or battery did not occur, the bargaining unit member may file a grievance related to the incident, pursuant to Article 15, Section 28. The bargaining unit member shall, upon request, and consistent with the mandates set forth in FERPA and ORC 3319.321, be provided with redacted copies of the ~~Incident Report~~Pupil/Employee Incident Form, all witness statements, and any report or findings from Safety and Security and the Principal/Building Leader's determination or ~~Regional Academic~~ Superintendent's determination.

4. **Responsibility of the Division of Pupil Personnel:**

- a. If the Division of Pupil Personnel, Office of Hearings and Appeals, receives a copy of the Article 15, Section 10, Serious Assault, Battery or Menacing ~~or Battery~~ Form, it shall make immediate arrangement for the student to be assigned to another placement following the conclusion of the suspension.
 - b. If an appeal has been filed by the student and/or parent/guardian, the Office of Hearings and Appeals shall review the matter, but the review shall be limited to the determination as to whether the student received due process at the Building Level.
 - c. If the Division of Pupil Personnel, Office of Hearings and Appeals received a SAIF, it shall conduct a due process hearing, if necessary, and upon review of the facts, a determination will be made for a referral to Juvenile Court and/or disposition by the District.
5. Under no circumstances shall a student who has been found to have committed a serious assault or battery on a bargaining unit member be returned to the school either that school year, or any other school year, without the written agreement between the assaulted ~~teacher-member~~ (if still at the school), the receiving ~~teacher~~member(s), the Chapter Chairperson and the Principal/Building Leader.

C. Copies of all Article 15, Section 10 and 11 Serious Assault, Battery or Menacing Forms, with the attached Pupil/Employee Incident Forms shall be forwarded to the President of CTU on a monthly basis by the Office of Safety and Security. [Moved from Section 28.]

D. If the CTU believes that Article 15, Section 10, has not been followed, the CTU may file a grievance pursuant to Section 28 of this Article.

Section 11. Menacing

~~A.~~ A. The procedures for serious assault and battery, set forth in Section 10 above, shall also to be followed in cases of serious menacing of an employee by a pupil in the course of employment are set forth below. For purposes of this section, "Serious Menacing" is defined as the pupil making a threat to the bargaining unit member in the presence of other witnesses of bodily harm, of serious physical, psychological, or emotional harm, orally or in writing, directed to the bargaining unit member or a member of the bargaining unit member's family.

~~Under no circumstances shall a student who has been found to have committed a serious menacing on a bargaining unit member or member's family be returned to the school either that school year, or any other school year, without the written agreement between the menaced member (if still at the school), the receiving member(s), the Chapter Chairperson and the Principal/Building Leader. If the student is to remain, then the affected member, the Chapter Chairperson and the Principal/Building Leader may mutually agree to a suspension of fewer than ten days.~~

B. Copies of all Article 15, Section 10 and 11 Serious Assault, Battery or Menacing Forms, with the attached Pupil/Employee Incident Forms shall be forwarded to the President of CTU on a monthly basis by the Office of Safety and Security. [Moved from Section 28.]

C. If the CTU believes that Article 15, Section 11, has not been followed, the CTU may file a grievance pursuant to Section 28 of this Article.

- ~~1. The employee shall make a written complaint to the Cleveland Police with respect to the menacing behavior, with a copy to the school Principal. In addition, the employee shall report the incident immediately to the school office on an incident form.~~
- ~~2. After the steps described in (1) have been completed, if a serious incident of menacing is alleged, the Principal or designee shall investigate the allegation promptly. If the Principal finds that a serious incident of menacing did not take place, the employee may request a Regional Superintendent or designee to review the facts and render a decision.~~
- ~~3. If the Principal determines that serious menacing occurred, then the following steps shall be taken:~~

- a. ~~The Principal shall notify the parents.~~
- b. ~~If the Principal determines that serious menacing occurred after due process, the student shall be immediately suspended for ten (10) days.~~
- c. ~~The Principal shall write a referral of the incident and send same to the Division of Hearings and Appeals and the CTU.~~
- d. ~~The Principal shall notify in writing the Union Chapter Chairperson and the affected employee of the incident's disposition.~~
- e. ~~The Principal shall send a supplementary referral including behavioral and academic record of the student involved to the Division of Hearings and Appeals.~~
- f. ~~The Division of Hearings and Appeals shall conduct a due process hearing within ten (10) days and will, upon review of the facts, determine whether the matter should be referred to the juvenile court.~~
- g. ~~Based upon the results of the due process hearing in "f" above, the student who is found to have committed a serious act of menacing shall not be returned to that school for the balance of that school year.~~
- h. ~~In the event the due process hearing set forth above is not conducted and concluded within ten (10) days, the student shall be transferred to another school or program outside of the home school pending completion of the due process hearing.~~

B. ~~In instances when a student is to be prosecuted for an assault on an employee, District employees assigned to Juvenile Court shall assist as follows:~~

- 1. ~~Explain the legal ramifications of an assault.~~
- 2. ~~Apprise victim of the District and legal procedures relative to the Court hearing.~~
- 3. ~~Provide information relative to Court location, room number, persons to contact and parking facilities.~~
- 4. ~~Provide advice to victim regarding testimony.~~

Section 12. Disciplinary Guidelines Committee

A. The District and CTU shall establish a Joint Disciplinary Guideline Committee comprised of equal numbers of CTU representatives and administrators. This committee will meet, at a minimum, on a quarterly basis for the purpose of reviewing data that relates to suspensions and expulsions and data that relates to safe and secure schools. They will discuss and research strategies that have the potential for improving district-wide or school specific safety and security. Examples of the type of recommendations that the committee can make are: implementation matters related to student hearings and appeals; specific professional development; modifications to the Student Code of Conduct; and intervention options including option schools. The Disciplinary Guideline Committee will forward all recommendations to the Labor Management Council.

B. The "Student ~~Handbook~~Code of Conduct: Rights and Responsibilities" will continue to be distributed to all pupils and parents, and shall be used in all schools as a guide. The Student ~~Handbook~~Code of Conduct shall not be changed except by written mutual agreement between the CTU and the District.

Section 13. Faculty Meetings on Discipline

A. Faculty meetings shall be scheduled to acquaint faculty members with individual building and District disciplinary procedures.

B. Principals shall inform the faculty of security guard responsibilities and their relationship to the school staff. Principals shall be responsible for the performance of security guards.

Section 14. Auditorium Programs for Students

Auditorium programs will be conducted in all schools on the opening day of school to focus on student responsibility and discipline and state clearly the rules and regulations of the school and the school system. The Principal shall conduct and participate in the auditorium program with the planning and presentation to include representatives of the faculty selected by the UCC. Discussion of District policies and state laws and the consequences to be expected for the breaking of these regulations, policies and laws will be the subjects of the program. Elementary/K-8 schools shall have two auditorium programs, one for primary grades and one for upper elementary grades. In secondary schools, a separate auditorium program may be provided for each grade level.

Section 15. Detention Period

A. A school detention period before and/or after school shall be established in each building. The Principal and UCC may agree in a written mutual agreement that the resources devoted to the school detention period may be reallocated to provide an alternative form(s) of discipline.

B. On a school-by-school basis, the Discipline Subcommittee of the UCC and the Principal shall establish the guidelines for the use of detentions and the length, frequency and

time of the detention period program. Cooperatively, they shall determine the staffing and monitoring of such a program.

C. The detention period will be staffed by teacher volunteers. If there are more volunteers than available slots, selection will be based on system seniority. The volunteer teachers will be paid pursuant to the in-service rate of the contract if the assignment represents an addition to the regular teacher assignment load. If a detention period as determined on a school-by-school basis is less than a full hour, then compensation shall be for a full hour. Teachers shall not be required to cover or work the detention period.

D. A student who does not attend an assigned detention period shall be assigned two (2) detentions on the next school day on which a detention period is scheduled. If the student fails to attend either of the two detentions, he/she shall be suspended for one (1) day. The second and all subsequent times this pattern of defiance exhibits itself, he/she shall be suspended for three (3) days after due process.

Section 16. Aggravation Transfer

Students shall not be transferred from one class to another within a school after ADM-1 week adjustments are made on the first day of the second marking period, unless the teacher(s) involved agree to the transfer, barring unforeseen special circumstances which may prevail; e.g., racial balance, parental concerns, testing recommendations, etc. If unforeseen special circumstances do prevail, the teacher(s) involved will be informed of such circumstances in writing.

Section 17. New Home School for Expellees

In cases where a secondary school student is expelled and it can be shown that his/her return to the home school will create a danger to a bargaining unit member or a severe disruption to the academic process, either the Principal or the CTU Chapter Chairperson may request that the expelled student not be returned to his/her home school during the remainder of his/her years in the District. Such requests shall be heard by a Disciplinary Appeal Panel comprised of the appropriate ~~Regional Academic~~ Superintendent (or his/her designee), the Principal of the school and the Chapter Chairperson of the school. The decision of this Disciplinary Appeal Panel shall be final and binding on the parties to this Agreement. Parents/legal guardians may appeal this decision through procedures as set forth in the Student ~~Handbook~~Code of Conduct. This provision does not apply to expulsions resulting from a serious assault or battery, which are governed by Article 15.

Any student expelled from school as a result of weapons possession, intentional physical assault against school personnel or a meaningful threat of serious physical harm to school personnel or property will be prohibited from returning to their home school without the written agreement of both the Chapter Chairperson and the Principal. Students expelled for a serious physical assault against another student at school may not be returned to their home school without the written agreement of the Principal, the Chapter Chairperson and school-based student conflict mediators where applicable.

Section 18. Code of Conduct

All district schools are required to consistently enforce the CMSD's Student Code of Conduct. In order to insure consistent enforcement, the school district and CTU will develop examples of offenses and corrective actions for each of the Levels listed in the Student Code of Conduct. There will be ongoing professional development for Principals and Chapter Chairpersons on fair and consistent enforcement of the Student Code of Conduct. Approved discipline intervention strategies are listed in the district's Student Code of Conduct ~~Handbook~~.

Section 19. ~~Early Discipline/Intervention K-2 Program~~ HumanWare/Social Emotional Learning Committee

A joint HumanWare/Social Emotional Learning (SEL) Committee, of equal three CMSD representatives and three and CTU representatives, will ~~meet to develop~~ early discipline/intervention programs ~~in grades K-2~~ that will include, but are not limited to, character education and managing anti-social behavior, and other mutually agreed upon goals.

Section 20. Discipline Alternatives

Teachers shall have the right to the emergency removal of students from curricular or extracurricular activities under the teacher's supervision provided that the procedures governing emergency removal as set forth in the Student ~~Handbook~~ Code of Conduct are followed. An emergency removal is the removal of a student from a situation in which that student's presence poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process in the classroom or elsewhere on the school premises. Emergency removal is not a disciplinary tool and shall not be used as a substitute for suspension. The Principal and the UCC at each school shall establish written procedures for alternative settings for disruptive students, provided that such procedures do not conflict with the District's Student ~~Handbook~~ Code of Conduct.

Section 21. Student Support Teams

- A. Student Support Teams (SST) are designed to serve as evidence-based teams that utilize a data-driven multi-disciplinary problem solving approach to identify and monitor interventions for students.
- B. A student support team shall be comprised of the principal, a teacher, and at least one school support personnel employee (psychologist, nurse, guidance counselor) who will be assigned to the SST by the District. Each principal and chapter chairperson will collaboratively present the opportunity to apply to be the teacher representative on the SST to their faculty at the first school faculty meeting of the school year. Teachers interested in being selected as the teacher representative on the SST must apply through a letter of interest to the principal and chapter chairperson within seven calendar days of being notified of the opportunity as described in C above.
- C. The principal and chapter chairperson, by written mutual agreement, will select one teacher as the teacher representative on the SST from the pool of applicants. Selection of the teacher shall occur annually and the teacher representative will serve on the SST for the full academic year. A teacher who served on the SST in the previous

year shall be eligible to apply annually. The principal shall submit a roster of the SST Core Team members and the meeting schedule to the HumanWare Executive Committee no later than fourteen calendar days from the beginning of the school year.

- D. SST meetings will be held on the same day and period each week during the school year. Additional meetings, scheduled by mutual consent of the SST Core Team, may be scheduled as necessary. If there is a need for a meeting beyond the school day, and a CTU member is invited by the SST team, and is in attendance, the CTU member will be paid the in-service instructor rate for that meeting. Any part of an hour will be considered an hour. The SST will meet every week for the equivalent of one class period (e.g., 50 minutes in K-8 Schools, 45 minutes in high schools or for the class period length as defined in the AAP) and attendance to this meeting will be considered the teacher representative's teaching assignment. Schools that use a block schedule format will still be required to ensure their SST meets weekly for a 45-minute period of time.
- E. In elementary and K-8 buildings, the Core Teacher representative will be assigned one fewer teaching assignments per week than the maximum number of teaching assignments. In high schools, the Core Teacher representative will be assigned one fewer forty-five minute teaching assignment or for the class period length defined by the AAP. The teacher selected for the SST shall have the choice of either being released from home room responsibilities daily or they can select one period of class coverage per week in lieu of one planning period per week, freeing the core teacher representative to meet once a week during his or her planning period.
- F. Whenever any other CTU Bargaining Unit Member is invited to attend an SST Meeting, class coverage will be provided or the Member will be compensated class coverage if it is during their planning time or lunch (if the member agrees).
- G. If an additional SST team or a different structure is needed in a school, the Principal and the Chapter Chairperson must inform the HumanWare Executive Committee for approval.

Section 22. Classroom Meetings

Classroom Meetings (CM) are an inclusive, proactive and community building approach to promoting the well-being of all students and for preventing and/or reducing negative outcomes for students.

- A. All freshman students will participate in daily classroom meetings that follow a basic 20 minute format of greeting, sharing, activity, news and announcements. The principal and chapter chairperson at each school shall mutually agree on the determination of how the 20 minutes are scheduled into the school day. The Freshman Seminar period can be used for classroom meetings.
- B. All CM instructors will attend two days (12 hours) of mandatory Professional Development to learn best practices of CM facilitation. The training will take place during the school day, or through Voluntary Professional Development Hours.

Section 2123. Mediation and Anti-Bullying Programs

Following the passage of a levy, ~~t~~The District agrees to implement a Mediation Program and an Anti-Bullying Program ~~no later than the beginning of the following school year.~~ The programs shall consist of the following:

A. The Principal and UCC at each school shall, by written mutual agreement on or before June 1st of each school year, select one (1) CTU bargaining unit member as a Mediation Counselor and one (1) CTU bargaining unit member as an Anti-Bullying Coordinator. Each Mediation Counselor and Anti-Bullying Coordinator will be paid a differential as set forth in Appendix A to deal with mediation and anti-bullying matters. [note to add Anti-Bullying Coordinator to App A]

B. The Mediation Counselor shall receive Basic Mediation Training from the Center For Conflict Resolution, or equivalent institution, at District expense, with the goal of becoming a certified Mediation Counselor. The Anti-Bullying Coordinator shall receive Anti-Bullying Training from the Center For Conflict Resolution, or equivalent institution, at District expense.

C. Concurrent with the training, each Mediation Counselor shall arrange for mediation training of no less than twenty-five (25) students jointly selected by the Mediation Counselor and the Principal of his/her choice in the his/her school and shall take all steps necessary to initiate and implement a mediation service with the express goal of providing the student population encouragement and direction in the handling of difficult personal matters without resorting to physical force or intimidation. Each Anti-Bullying Coordinator shall arrange all anti-bullying programs and initiatives within the school setting with the goal to decrease the prevalence of bullying within the school.

D. The District and the Union shall set up the Mediation HumanWare/SEL Committee to shall monitor all mediation and anti-bullying efforts in the District, coordinate interschool events and, in general, assist in the development of a comprehensive mediation and anti-bullying programs which every secondary student in the District has access to and is encouraged to utilize. The committee is further charged with studying and making recommendations to the CTU President and the CEO regarding further program development specifically targeted to the elementary level, possibly employing student mediators. The Union will select three (3) CTU bargaining unit members and the administration will select three (3) District representatives to comprise the Mediation Committee.

Section 24. Student Advisory Committee

Student Advisory Committees will be established in each high school. The HumanWare Executive Committee will give guidelines to buildings on the composition of the committees and the process for selecting committee members. The process for selecting committee members will be open to all high school students. The Principal and Chapter Chairperson shall determine which students will comprise the committee. This committee shall make regular recommendations (at least twice a year) regarding strategies to improve

teaching and learning at the school. These recommendations shall be given to the CEO, HumanWare Executive Committee, Principal and Chapter Chairperson.

Section ~~22~~25. Student Involvement with Drugs

Any student found after due process to have made, sold or distributed drugs as defined in the Student ~~Handbook~~ Code of Conduct shall be expelled for no less than eighty (80) days and shall not return to his/her home school without written mutual agreement between the Principal and the Chapter Chairperson.

Section ~~23~~26. Security Guards

The District shall ensure there is at least one (1) armed security officer assigned to each of the District's ~~comprehensive~~ high schools and other schools as identified by the CEO.

Section ~~24~~27. Student Reassignment

If a pupil is repeatedly suspended during a school year, the discipline intervention team and/or the Principal and the Chapter Chairperson may jointly recommend to the CEO or designee that the pupil be transferred to an option school or program appropriate to the child's grade level for the balance of that school year, subject to applicable state and federal law.

Section ~~25~~28. Possession of Guns, Knives or Explosives

Any student determined, after due process, to possess on school grounds guns (firearms), knives as defined by city ordinance 627.10 as illegal or explosives capable of inflicting significant bodily harm or causing property damage, shall be expelled for the maximum duration allowed under law and, absent approval of the building Principal and CTU Chapter Chairperson, shall not be returned to that building.

Section ~~26~~29. Stealing/Vandalizing Employee Motor Vehicle

Any student found after due process to have stolen or attempted to steal or vandalize the motor vehicle of any school employee from a school parking lot shall be expelled for no less than thirty (30) days and shall not return to her/his home school for the balance of that school year without written mutual agreement between the Principal and the Chapter Chairperson.

Section ~~27~~30. ~~In-School Alternatives/Suspension Intervention~~ Planning Center Intervention Program

~~Beginning with the 2010-2011 school year, Planning Centers will be implemented. The Planning Center (PC), will provide support and intervention for students, teachers and families. Prior to the first day of school the CEO and CTU President will mutually agree to PC implementation from the recommendations of the HumanWare Committee report.~~

Every school shall have a Planning Center to provide support and intervention for students, teachers and families. Residential and alternative education programs shall not qualify for a Planning Center. Unless agreed to by CMSD and CTU, school buildings that hold more than one educational program or small-school will receive only one Planning Center. Each Planning Center will be staffed by a Planning Center Instructional Aide (PCIA).

A bargaining unit member on the recall list may apply for this position as a PCIA. If this bargaining unit member is a teacher who is recalled during the school year, the teacher must remain in the PCIA position, at the instructional aide salary and benefits, for the remainder of the school year. The recalled teacher will retain her/his position on the recall list.

Professional Development will be provided for PCIA's during the first two days of school with students. PCIA's will attend monthly professional development seminars coordinated by the HumanWare Executive Committee and the CTU. The District shall provide a substitute paraprofessional, or classroom coverage compensation for teachers, or additional release time for paraprofessionals, for each school during the monthly seminars. The PC will be operational beginning with the first full week of school, defined as the first week where school is open for student instruction Monday through Friday of that week.

The PCIA Executive Committee is made up of ten (10) PCIA's, which will apply and be mutually selected by the Executive Director of HumanWare and the CTU Paraprofessional Chapter Chairperson. This committee will plan monthly Professional Development sessions, and will work with the Executive Director of HumanWare and the CTU to promote and sustain successful implementation of Planning Centers. The PCIA Executive Committee will serve as mentors to PCIA's in need of assistance. The Executive Director of HumanWare and CTU Paraprofessional Chapter Chairperson can arrange for these PCIA's to work directly with those in need of assistance. Substitute coverage will be provided for the Planning Center for any identified days. If travel is required between buildings on these days, mileage will be provided to the PCIA.

The PCIA positions will be posted and interviewed. PCIA's in these positions will be provided with professional development on the program's procedures and instructional content.

The school support personnel employee (psychologist, nurse, or guidance counselor) assigned to the SST by the District shall meet with the Planning Center Instructional Aide (PCIA) weekly for a period of forty-five to sixty minutes to discuss student support and interventions. The day and time of the weekly meeting shall be mutually agreed upon by the principal, school support personnel employee and the PCIA. If the meeting occurs before or after school, the school support personnel employee will be paid at the in-service instructor rate for the meetings. Any part of an hour will be considered an hour.

The principal shall submit a roster of the team members and meeting schedule to the HumanWare Executive Committee no later than fourteen days from the beginning of the school year.

The principal and PCIA shall mutually agree to a schedule which includes a duty-free lunch, two personal needs times of fifteen minutes each, and a forty-five minute planning period.

This planning period shall be scheduled before or after school to record office referral information into the electronic system and to conduct all Planning Center activities.

Planning Centers servicing students in grades K-8 shall not service more than fifteen students within a single class period. Planning Centers servicing grades 9-12 shall not service more than twenty students during any single class period.

Each Planning Center shall have a floor plan conducive to de-escalation and completion of assigned work.

Section 2831. Resolution of Grievances Arising under this Article

Copies of all teacher assault or menacing incident reports shall be forwarded to the President of CTU on a monthly basis by the Office of Safety and Security. [Moved to Sections 10 & 11.]

A. The CTU and CMSD agree that the implementation of student discipline shall comply with federal and state law. Whenever possible, this Article shall be implemented consistent with federal and state law. If the District believes that this Article cannot be implemented consistent with federal or state law, the District shall notify the CTU in writing of the specific inconsistency and the parties shall attempt to resolve the inconsistency. If the parties are not able to reach an agreement, the matter shall be referred to expedited arbitration, as outlined in Section C below.

AB. A specific purpose panel of seven (7) arbitrators shall be appointed to conduct expedited arbitration hearings of grievances alleging a violation of Article 15. Upon execution of this Agreement, the CTU and the District each shall nominate five potential members of said panel. Individuals nominated by both the CTU and the District shall automatically be included on the panel. The remaining panel members shall be selected through the alternate strike method.

BC. Any grievance alleging a violation of Article 15 shall be filed by the CTU with the Director of Labor Relations, who shall have five (5) work days to attempt to resolve same to the satisfaction of the employee, CTU and the Principal. If such a resolution is not achieved, CTU's Director of Grievances and the District's Director of Labor Relations shall jointly contact members of the special purpose panel on a rotating basis. The first such panel member available to hear the grievance and issue a written decision within ten (10) work days of her/his appointment shall be chosen to hear and rule on that grievance.

☐ ADMINISTRATOR ACKNOWLEDGEMENT OF RECEIPT

Article 15, Section 5 Removal for Educational Intervention

Removal for Educational Intervention Form

MUST ACCOMPANY CHILD UNLESS CHILD IS ESCORTED TO OFFICE BY AN EMPLOYEE WITH KNOWLEDGE OF CONDUCT

STUDENT _____

TEACHER _____

DATE _____

ROOM _____

CLASS _____

CLASS PERIOD _____

SPECIFIC CONDUCT:

- | | |
|---|---|
| <input type="checkbox"/> Consistently or flagrantly failing to comply with reasonable directives of the teacher | <input type="checkbox"/> Engaging in sexual conduct or sexual harassment |
| <input type="checkbox"/> Consistently or flagrantly intentionally interrupting education | <input type="checkbox"/> Engaging in an activity that may create a situation that is unsafe or unhealthy for others |
| <input type="checkbox"/> Verbally or physically threatening to injure or harm another person or intimidating another by creating fear for personal safety | <input type="checkbox"/> Using or bringing a weapon or dangerous instrument |
| <input type="checkbox"/> Possessing alcoholic beverages | <input type="checkbox"/> Intentionally causing physical injury to anyone or behaving in such a way that could reasonably cause such an injury |
| <input type="checkbox"/> Being under the influence of alcohol or drugs | <input type="checkbox"/> Sexually assaulting another person |
| <input type="checkbox"/> Fighting, hitting, or pushing another student | <input type="checkbox"/> Hate crimes |
| <input type="checkbox"/> Gambling | <input type="checkbox"/> Engaging in drug related activities |
| <input type="checkbox"/> Intentionally participating in hazing activities | <input type="checkbox"/> Vandalizing property |
| | <input type="checkbox"/> Extorting or attempting to extort property |

THE ABOVE CONDUCT MUST BE CONSISTENT AND FLAGRANT

Previous Action Taken (if any, not a requirement before using the REI):

- | | | |
|--|--|---|
| <input type="checkbox"/> Conference with Student | <input type="checkbox"/> Loss of privilege | <input type="checkbox"/> SST Referral |
| <input type="checkbox"/> Parent Contact | <input type="checkbox"/> Mediation | <input type="checkbox"/> Sent to Office |
| <input type="checkbox"/> Behavioral Contract | <input type="checkbox"/> Detention | <input type="checkbox"/> Other _____ |

☐ Referral to follow, or

☐ Brief description of incident _____

TEACHER SPECIFICATION OF STUDENT EXCLUSION:

Student is excluded for _____ period/mod. (Departmentalized/Secondary) (Limit is 5 days)

Student is excluded for _____ days. (Self-Contained/Elementary) (Limit is 2 days)

TEACHER RECOMMENDATION: _____

TEACHER SIGNATURE: _____

ADMINISTRATIVE ACTION: _____

ADMINISTRATOR SIGNATURE: _____

TA 2/14
4/23/13

TA 4/23/13 22

③ 4/23/13
INTL 4/23/13

PUPIL - EMPLOYEE INCIDENT FORM

Article 15, Sections 10 and 11 - Assault, Battery, or Menacing report
To Be Completed by the Employee

DEFINITION

The District and the Cleveland Teachers Union agree that the definition of "serious assault or battery" in Article 15, Section 10 of the Collective Bargaining Agreement includes (1) any deliberate inappropriate touching by a student or object that was under control of the student, that causes serious physical, psychological, or emotional harm; or (2) reckless conduct that causes serious physical, psychological or emotional harm. The District and CTU agree that the definition of "serious menacing" in Article 15, Section 11 of the CBA includes a threat of serious physical, psychological, or emotional harm, orally or in writing, directed to the bargaining unit member or a member of the bargaining unit member's family.

Date of Report _____ Date and Time of Incident _____

Employee Name _____

Home Address _____

City _____ State _____ ZIP _____

Phone Number _____

Position of Employee _____ School _____

Pupil's Name _____

Type of incident (note what part of the definition of assault/battery or menacing occurred)

Were you injured? _____ Type of injury _____

Was treatment required for the injury _____

Was a weapon used? _____ Was the use of a weapon threatened? _____

Type of weapon used or threatened _____

Has a CMSD administrator been notified? _____

Name of Administrator notified _____

Has CMSD Safety and Security been notified? _____

Were the police notified? _____

Names of witnesses (if any) _____

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SM 4/23/13

Article 15, Sections 10 and 11 of CBA
SERIOUS ASSAULT, BATTERY, OR MENACING REPORT

PLEASE CHECK ONE: ☐ ASSAULT OR BATTERY ☐ MENACING

Date Sent: / /

ASSAULTED/MENACED STAFF MEMBER:

(Please print)

HOME ADDRESS:

CITY: ZIP:

HOME PHONE: ()

SCHOOL OF INCIDENT:

DATE OF INCIDENT:

POSITION OF VICTIM:

ALLEGED ASSAILANT:

(Student Last name)(First) (MI)

DOB:

PUPIL I.D.#:

PARENT(S)/GUARDIAN(S) NAME:

LIVES WITH:

ADDRESS:

PHONE: ()

SCHOOL OF ENROLLMENT:

(IF DIFFERENT FROM SCHOOL OF INCIDENT)

DEFINITION

The District and the Cleveland Teachers Union agree that the definition of "serious assault or battery" in Article 15, Section 10 of the Collective Bargaining Agreement includes (1) any deliberate inappropriate touching by a student or object that was under control of the student, that causes serious physical, psychological, or emotional harm; or (2) reckless conduct that causes serious physical, psychological or emotional harm. The District and CTU agree that the definition of "serious menacing" in Article 15, Section 11 of the CBA includes a threat of serious physical, psychological, or emotional harm, orally or in writing, directed to the bargaining unit member or a member of the bargaining unit member's family.

1. Attach a copy of the Pupil/Employee Incident Form.
2. Did the employee report an injury? ☐ YES ☐ NO Type of Injury:
Did the employee report or indicate that treatment was required for injury? ☐ YES ☐ NO
3. Was a weapon used? ☐ YES ☐ NO Use of weapon threatened? ☐ YES ☐ NO
Type of weapon used or threatened:
4. In the opinion of the building administrator, was this a serious assault/battery, or menacing? Yes ☐ No ☐
5. The building administrator, chapter chairperson, and assaulted/menaced staff member will meet within five work days of the filing of the Pupil/Employee Incident Form to determine whether the student can remain in his/she present placement.
6. Is student to be transferred? Yes ☐ No ☐
If yes, scan and forward to Greta.Stakely-Humphrey@cmsdnet.net or fax to Office of Student Hearings and Appeals at 592-7737. If no, the Chapter Chair and receiving teacher signatures are needed for student to remain in building.

Building Administrator - Required

Assaulted Staff Member's Signature - Required

Chapter Chair - Only if student is to remain in building

Receiving Teacher (Only if student is to remain in bldg.)
(Per AAA #533900049903) OK CLEAF 20
② 4/23/13

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4/23/13

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(5) 4/23/13
JNL 4/23/13

ARTICLE 18

TEACHER TRANSFER POLICIES AND PROCEDURES PROFESSIONAL CONDUCT and Procedural Protection [was Art 18, Section 7 & 6, respectively][Note former Sections 1-4 have been moved to Article 12]

Section 1. Professional Conduct

A. The District shall have the right to discipline, suspend without pay for a definite period of time, or terminate an employee for good and just cause.

B. For purposes of contract terminations of teachers, good and just cause shall include receiving a composite evaluation rating of ineffective under section 3311.80 of the Revised Code for two consecutive years.

BC. The purpose of discipline is to improve the work performance and conduct of the employee affected. As a result, the District acknowledges its commitment to practice progressive discipline whenever appropriate.

D. If an administrator suspects an employee has engaged in misconduct, the administrator shall conduct a preliminary investigation. The employee will be informed of his or her alleged misconduct. An opportunity for explanation by the employee shall be provided and the employee shall be afforded due process. After due process is afforded, if a reasonable explanation is provided, the matter will be considered resolved. If a reasonable explanation is not provided, then the principal may issue a written reprimand or may proceed to a fact-finding hearing. The preliminary investigation and action, if any, shall be completed within ten (10) work days of the time the administrator learned of the alleged misconduct. This time period may be extended by mutual agreement between the administrator and CTU.

E. Written reprimands will be considered a form of discipline, and are governed by Article 7, Complaints and Files.

F. If an administrator determines, after a preliminary investigation, that an employee may have engaged in conduct that could lead to a recommendation for termination or disciplinary suspension without pay, the employee shall be entitled to a fact-finding hearing to determine if termination or disciplinary suspension without pay is warranted. The hearing shall be held before an administrator designated by the chief executive officer. Prior to the hearing, the administrator designated by the chief executive officer shall provide the employee with written notice of the allegations and of the right to request representation by the CTU, and copies of any written evidence related to the allegations. The hearing shall be held within a reasonable period of time following the employee's receipt of the written notice of the allegations. The employee may have a representative of the CTU present at the hearing. During the hearing, the employee shall be given a meaningful opportunity to respond to the allegations, including the opportunity to submit additional evidence. Not later than ten business days after the hearing, the administrator designated by the chief executive officer shall notify the employee in writing of the administrator's recommendation for discipline and the rationale for the recommendation, and shall provide a copy of the notification to the chief executive officer.

G. If the administrator designated by the chief executive officer recommends to the chief executive officer that the employee be terminated or placed on disciplinary suspension without pay, the chief executive officer shall review the evidence and determine whether termination or disciplinary suspension without pay is warranted. The chief executive officer shall make a recommendation regarding discipline at the next scheduled meeting of the board. The board may adopt or modify the chief executive officer's recommendation, except that the board shall not increase the recommended discipline. The board shall notify the employee of any action taken by the board on the chief executive officer's recommendation. Any termination or disciplinary suspension without pay imposed by the board shall take effect immediately.

H. An employee who is terminated or placed on disciplinary suspension without pay under this section may appeal the board's action in accordance with the grievance procedures in this Agreement. The failure of the board, chief executive officer, or administrator designated by the chief executive officer to strictly comply with any procedures established by this Agreement shall not be cause for an arbitrator to overturn the termination or disciplinary suspension without pay, unless the arbitrator finds that the failure resulted in substantive harm to the employee.

~~C. Prior to any recommendation regarding discipline, the District will conduct a thorough investigation which shall include a fact finding hearing. The employee shall meet with the immediate Supervisor, be informed of the specific allegations being investigated, and have the opportunity to respond to the allegations. Employees shall have the right to request union representation. Fact finding hearings involving employees who have been reassigned will be governed by Article 18, Section 4, Procedural Protections. For employees who have not been reassigned, fact finding hearings will be conducted by the immediate Supervisor at the employee's worksite. Employees will be afforded due process in all fact finding proceedings, which at a minimum shall include:~~

- ~~1. Notice of the specific allegations being investigated;~~
- ~~2. The right to request Union representation;~~
- ~~3. A copy of all evidence in the District's possession related to the allegations;~~
- ~~4. A meaningful opportunity to respond to allegations, which may include the presentation of other evidence;~~
- ~~5. A written decision with rationale from the fact finder within ten (10) working days.~~

~~D. Written reprimands will be considered a form of discipline, and are governed by Article 7, Complaints and Files.~~

~~E. Prior to any recommendation for discipline which may result in a demotion, suspension, or termination, an employee shall be entitled to a pre-disciplinary hearing. Employees shall be entitled to due process protections during the pre-disciplinary process, which at a minimum shall include:~~

- ~~1. Written notice of the charges at least five (5) working days prior to the scheduled pre-disciplinary hearing;~~
- ~~2. The right to request Union representation;~~
- ~~3. A copy of all evidence in the District's possession related to the charges;~~

- ~~4. A meaningful opportunity to respond to charges, which may include the presentation of other evidence;~~
- ~~5. A written decision with rationale from the hearing officer within ten (10) working days of the pre-disciplinary hearing.~~

~~IF. An employee may appeal discipline issued by the District through the grievance procedure.~~

~~GJ. All disciplinary hearings shall be conducted in a private and professional manner.~~

~~H. Only those individuals having directly witnessed an alleged event which is the subject of a disciplinary hearing — the CTU bargaining unit member and his/her CTU representative, the Principal and the administrator conducting the hearing (if different from the Principal) — shall be present in disciplinary hearings involving CTU bargaining unit members. The sole exception shall be when it is agreed by the CTU bargaining unit member and the administrator conducting the hearing that the parent(s)/guardian of an involved student should also be present.~~

K. The only individuals present at a disciplinary hearing should be the CTU bargaining unit member, his/her CTU representative, the supervisor, and the administrator conducting the hearing if different from the supervisor. In addition, individuals having directly witnessed an alleged event or having relevant expertise may be called as witnesses. When it is agreed by the CTU bargaining unit member and the administrator conducting the hearing, the parent(s)/guardian(s) of an involved student may also be present.

Section 2. Procedural Protections.

A. The District agrees to implement the following procedure when it becomes necessary to reassign an employee pending an investigation of alleged misconduct.

1. Such reassignment shall occur only in emergency circumstances in which the best interests of the District, teacher, or student would be served. Emergency removal and reassignment of a bargaining unit member is warranted when circumstances are such the member is in clear and imminent danger or the District believes s/he poses a clear and imminent danger to others.

A. Emergency removal and reassignment of an employee is warranted when circumstances are such that the employee is in clear and imminent danger, the District believes s/he poses a clear and imminent danger to others, or circumstances exist in which the best interests of the District, employee, or student would be served.

B. Before such removal and reassignment occurs, the employee shall meet with the immediate supervisor or Academic Superintendent~~Principal~~, be informed of the specific allegations being investigated, and have the opportunity to respond to the allegations. If the immediate supervisor or Academic Superintendent finds sufficient cause, the appropriate Academic Superintendent (only) or the CEO (only) ~~shall~~ may authorize such an emergency removal and reassignment.

Before the end of the next school day, the immediate supervisor or Academic Superintendent shall submit a written notice of the alleged charges allegations to the employee.

C. ~~The appropriate~~ An Academic Superintendent (only) or the CEO (only) shall authorize such an emergency removal and reassignment. If the member or the CTU believes that the emergency removal and reassignment was not necessary, the CTU may submit a grievance alleging the emergency removal and reassignment was unjustified and/or inappropriate, and the issue to be decided by expedited arbitration if the grievance is not sustained by the District.

2. Such reassignment shall be authorized by the Academic Superintendent:

D. The appropriate Academic Superintendent or other mutually agreed upon hearing officer shall convene a fact-finding hearing within five (5) school days after the employee has been removed and reassigned. Employees shall be entitled to due process protections during the fact finding proceedings, which at a minimum shall include written notice of the allegations, the right to request representation by the CTU, and copies of any written evidence related to the allegations. The employee may have a representative of the CTU present at the hearing. During the hearing, the employee shall be given a meaningful opportunity to respond to the allegations, including the opportunity to submit additional evidence.:

a. Written notice of the charges;

b. The right to request Union representation;

c. A copy of all evidence in the District's possession related to the charges;

d. A meaningful opportunity to respond to charges, which may include the presentation of other evidence;

If a fact-finding hearing is not conducted within five (5) school days, then the Academic Superintendent or other mutually agreed upon hearing officer shall: (i) return the employee to his/her assignment and continue the investigation; (ii) request an extension under paragraph 7-F below; or (iii) drop all charges. That Academic Superintendent or other mutually agreed upon hearing officer shall submit a written recommendation to Human Resources within ten (10) school days after the fact-finding hearing concludes or the charges will be dropped.

After receiving a recommendation from the Academic Superintendent to initiate disciplinary action, the responsible administrator within Human Resources shall conduct a disciplinary hearing within five (5) school days;

E. Human Resources shall submit a written recommendation regarding appropriate discipline within ten (10) school days after the disciplinary hearing has concluded, assuming there has been a finding of guilt on the part of the employee involved;

F. The timelines delineated above may be extended by written mutual agreement of the parties District and CTU.

G. If the alleged misconduct also is the subject of criminal chargescriminal investigation, then the proceedings described above shall be held in abeyance after the Academic Superintendent

submits his/her recommendation. The employee shall remain on reassignment until all criminal proceedings have been concluded, at which time the procedures described above shall be re-instituted.

H. ~~The parties agree that a~~Any reassignment of a regular employee with pay pending an investigation of alleged misconduct does not constitute disciplinary action against that employee.

I. ~~The parties agree that t~~The responsibility for requesting CTU representation under the circumstances described in Article 2, Section 1, of the CTU/District Collective Bargaining Agreement rests exclusively with the employee, and failure of the employee to request CTU representation shall constitute a waiver of such rights. The District shall not deny a request for CTU representation when requested.

J. An employee's status in procedural protection shall be reviewed at a minimum every thirty (30) calendar days.

E. ~~The arbitration award in CTU's grievance filed with the American Arbitration Association and docketed as Case No. 53 390 00393 92 shall be treated as null and void to the extent that such award is inconsistent with this language.~~

Section 3. This Article shall not supersede Article 20, Section 1(C) and Section 2(B-C) regarding absence and tardiness/early departure abuse.

Section 8. Schools Requiring Intervention. For the purposes of this Agreement and notwithstanding any of the provisions of this Agreement, the parties agree to utilize the procedure for intervention and Reconstitution entitled "Schools Requiring Intervention." (Appendix G.)

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LAY OFF LANGUAGE:

ARTICLE 19, LAY-OFFS AND RECALLS FOR TEACHERS

Section 1. Lay-off Guidelines. No employee shall be laid off until after all normal attrition has been effectuated. When lay-offs became necessary, ~~including reduction of staff~~ for the reasons set forth in R.C. 3311.83(A), 3319.17, the following procedures will be followed:

A. The District will provide all certificated/licensed District personnel (hereafter "teachers") with thirty (30) school days' notice of lay-offs; provided, however, that an employee must be available for work for those thirty (30) days (including on a substitute basis) to be eligible for their regular pay during that period. A probationary teacher is defined for layoff/recall purposes as a teacher new to a teaching position in the District who has not had the opportunity to complete a full evaluation cycle which includes a composite evaluation and, for classroom teachers, student growth measures.

B. Layoffs that take effect for classroom teachers during the 2013-14 school year will be governed by Appendix . Layoffs that take effect for Related Service Providers ("RSPs") (i.e. non-classroom professionals including psychologists, guidance counselors, media specialist, school nurses, OTs, PTs, SLPs, etc.) during the 2013-14 and 2014-15 school years (unless otherwise modified by Article , Section 2 (J), Evaluations), will also be governed by Appendix .

For any layoffs that do not take effect under Appendix , shall be governed by the following. All teachers (classroom and RSPs) will be laid-off within the area of certification/licensure, in the following order:

1. Temporary and/or substitute teachers;
2. Teachers on limited or extended limited contracts with a composite evaluation rating of ineffective;
3. Teachers on continuing contracts with a composite evaluation rating of ineffective;
4. Probationary Teachers;
5. Teachers on limited or extended limited contracts with a composite evaluation rating of developing;
6. Teachers on continuing contracts with a composite evaluation rating of developing;
7. Teachers on limited or extended limited contracts with a composite evaluation rating of proficient;
8. Teachers on continuing contracts with a composite evaluation rating of proficient;

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9. Teachers on limited or extended limited contracts with a composite evaluation rating of accomplished;

10. Teachers on continuing contracts with a composite evaluation rating of accomplished.

Category assignments will be based on the most current composite evaluation rating as reflected on the layoff list in effect as of the date of the layoff notice to the affected teachers unless modified by Section 2(B) below.

C. Within each of the above categories, teachers shall be listed by system seniority. Where two teachers share identical seniority positions because of the same effective date of employment, the tie breaking procedure set forth in Article 17, Section 4, Seniority Tie-Breaker, will be used. Teachers within any category shall be laid off by inverse system seniority, subject to Section D below.

D. By May 1 of each school year, a committee composed of three members appointed by the CEO and three members appointed by the CTU President shall make recommendations to the CEO and CTU President identifying which areas of specialized training and experience should be factored into reductions in force and how that specialized training and experience will impact layoff determinations that would otherwise be driven by composite evaluations and seniority per Section B above. Once these factors are determined, the teachers with the identified specialized training and experience who are in categories 4 through 10 will be denoted on the layoff list. No later than June 1 of each school year, the CEO and the CTU President shall act on the recommendations of the committee and establish in writing how areas of specialized training and experience and the composite evaluations of those identified will be factored into any reductions in force for that school year. In the event they cannot agree, the disputed recommendation(s) will be addressed by a neutral arbitrator pursuant to the expedited arbitration rules of AAAthe American Arbitration Association.

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E. For the purposes of layoff, no later than August 1 of each year, the District shall establish the potential layoff order based upon Sections B through D above. The established list shall be in effect for any layoff from August 1 through July 31 of the following school year. The CTU President and CEO shall have the right to mutually agree to change this timeline.

CE. Limited or continuing contract teachers who are laid-off shall be laid-off in inverse order of system seniority, in the teaching area affected according to each teacher's certification/licensure at the time of the proposed lay-offs. If a teacher in the area affected holds an alternative certification/licensure, he/she may choose to transfer to accept a position using the alternative certification/licensure but may not utilize the certification/licensure in the area he/she would have been laid off in until he/she would have been eligible to be rehired from the recall list.

D. Where, after applying the above procedures, two teachers share identical seniority positions because of the same effective date of employment, the tie breaking procedure set forth in Article 17, Section 4, Seniority Tie-Breaker, will be used. [This section moved above.]

Section 2, Recall.

A. The teachers whose contracts are suspended by the board pursuant to this section Article shall have the right of restoration by the board if and when teaching positions become vacant or are created, for which the teachers are or become qualified within three years after the date of the suspension of contract. The board shall rehire teachers in the affected area of licensure starting with teachers in category B10 above and shall proceed sequentially through teachers in category B2 above, until all vacant positions have been filled. No teacher whose contract has been suspended pursuant to this section shall lose the right of restoration by reason of having declined recall to a position that is less than full-time, or if the teacher was not employed full-time just prior to the suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district.

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AB. The District shall provide the Union with a recall list for employees represented by the Union for each job category in which lay-offs have occurred. Category assignments will be based on the most current composite evaluation rating as reflected on the recall list in effect as of the date of the recall of the affected teachers. Additions to those recall lists shall be sent in writing to the Union as soon as the employees are laid-off. A complete updated list shall be provided to the Union on at least a quarterly basis.

BC. Employees who are laid-off shall be placed on a recall list for all teaching areas for which they hold certification/licensure at the time of lay-off. Any specialized training or experience will also be denoted and incorporated into recall decisions per Section 1(D), above. Teachers who acquire additional certification/licensure or specialized training or experience after lay-off also shall be placed on the recall list for those teaching areas and with any specialized training or experience denoted. A bargaining unit member on the recall list shall be responsible for notifying Human Resources of a change of home address and phone number. Failure to do so constitutes a waiver of recall. The recall list shall also designate the date of layoff.

D. An employee who is offered such a vacancy, in writing, and refuses to accept that position shall be removed from the recall list, except as provided in Section E below. The District will not fill any position with a new hire while a recall list for that teaching area is in effect except as provided in Section E below. All day-to-day substitute or temporary employees shall be hired from the recall list for the teaching area in which employees are needed, if such a recall list exists. However, the employees who wish to be on the day-to-day substitute or temporary help list must inform the District of that in writing at the time their lay-off becomes effective. The District will offer each employee the appropriate request form to be placed on that list prior to the last day of work of that laid-off employee. Laid-off employees shall be offered such a request form.

E. However, any employee who is recalled after July 10th of the upcoming school year shall have the option to refuse the recall if he or she has the documentation showing that he/she has already entered into a contract with another school district for that school year and has further documentation that he/she cannot be released. The employee will remain on the recall list in the order of system seniority. An employee may refuse recall under this circumstance for one-time only. An employee who refuses to accept a second opportunity for

recall, provided the recall is not in the same school year as the first refusal, shall be removed from the recall list.

F. When a vacancy occurs in an area which requires no specific certification/licensure, it shall be posted, and the individuals on the lay-off list may apply for consideration. Until everyone on the lay-off list has had an opportunity for consideration, the District will not go outside the layoff list to fill these positions

G. Individuals shall not be required to accept positions outside their specific area of certification/licensure. Individuals who are laid-off and who subsequently accept positions in areas which require no specific certification/licensure, as in "F" above, retain their place on the layoff list in their area of certification/licensure and the right to return to an assignment in their area of certification/licensure when a vacancy occurs.

Section 3. Insurance or Health Plan Coverage While on Lay-off

During the period an employee is on the recall list, that employee may continue his/her insurance, or health plan coverage, by payment of the appropriate premiums in a manner specified by the District.

Section 4. Classification Switch

Any qualified certificated/licensed employee who is laid-off, desires to be considered for a vacant classified position, makes that desire known in writing to the Division of Classified Personnel, and applies through the job posting or Civil Service process shall be seriously considered for a classified job opening within the restrictions of the agreements between the District and other bargaining unit locals, and following other applicable Civil Service rules.

APPENDIX I I

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During the transition period in which the District is fully implementing its TDES evaluation system and gathering relevant student growth data, the procedure for layoffs that take effect during the 2013-14 school year and procedure for recall of classroom teachers laid off pursuant to this Appendix I I and layoffs of Related Service Providers ("RSPs") that take effect during the 2013-14 and 2014-15 school years will be governed as follows:

A. All teachers (defined as classroom teachers and RSPs) will be laid off within the area of certification/licensure in the following order:

1. Those teachers on limited or extended limited contracts who were removed from the TDES evaluation process for the 2012-13 school year due to performance issues and who demonstrated unsatisfactory performance as of the conclusion of the 2012-13 evaluation cycle;
2. Those teachers on continuing contracts who were removed from the TDES evaluation process for the 2012-13 school year due to performance issues and who demonstrated unsatisfactory performance as of the conclusion of the 2012-13 evaluation cycle;
3. Probationary teachers;
4. Those teachers on limited or extended limited contracts who were removed from the TDES evaluation process for the 2012-13 school year due to performance issues and who demonstrated satisfactory performance as of the conclusion of the 2012-13 evaluation cycle;
5. Those teachers on continuing contracts who were removed from the TDES evaluation process for the 2012-13 school year due to performance issues and who demonstrated satisfactory performance as of the conclusion of the 2012-13 evaluation cycle;
6. Those teachers on limited or extended limited contracts who were evaluated under the TDES system;
7. Those teachers on continuing contracts who were evaluated under the TDES system.

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B. Within each of the above categories, teachers shall be listed by system seniority. Where two teachers share identical seniority positions because of the same effective date of employment, the tie breaking procedure set forth in [Article , Section], Seniority Tie-Breaker, will be used. Teachers within any category shall be laid off by inverse system seniority, subject to Section D below.

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C. By September 15, 2013 a committee composed of three members appointed by the CEO and three members appointed by the CTU President shall make recommendations to the CEO and CTU President identifying which areas of specialized training and experience should be factored into reductions in force per Article [] Section 1(D). Once these are determined, the teachers with the identified specialized training and experience who are in categories 3 through 7 will be denoted on the layoff list. By September 30, 2013, the CEO and the CTU President shall act on the committee's recommendations and establish in writing how areas of specialized training and experience and the composite evaluations of those identified will be factored into

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any reductions in force for that school year. This same process and timeline will be followed for RSPs in September of 2014.

D. The teachers whose contracts are suspended by the board pursuant to this Appendix shall have the right of restoration by the board if and when teaching positions become vacant or are created, for which the teachers are or become qualified within three years after the date of the suspension of their contract. The board shall rehire teachers in the affected area of licensure starting with teachers in category 7 above and shall proceed sequentially through teachers in category 1 above until all vacant positions have been filled, subject to any preference due to specialized training and experience per paragraph B, above. No teacher whose contract has been suspended pursuant to this section shall lose the right of restoration by reason of having declined recall to a position that is less than full-time, or if the teacher was not employed full-time just prior to the suspension of the teacher's ~~continuing~~ contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district.

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Except as otherwise specifically addressed in this Appendix, all other provisions of Article [] apply to layoffs and recalls that take effect during the 2013-14 school year, and 2014-15 school year for RSPs.

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ARTICLE 23

WORKING CONDITIONS FOR SPECIAL GROUPS —CERTIFICATED PERSONNEL

[maintain language in sections 1, 2, 4, 6, 7, 9-23]

Section 3. School Nurses

G. A Joint Administrative and Nurse Committee (JANC) shall be formed with equal representation from the administration and the CTU. This committee shall have the following responsibilities:

6. ~~Submit the school nurse evaluation form agreed to by JANC to LMC for consideration. [This language is replaced with the TDES Article.]~~

Section 5. School Psychologists

- D. ~~Evaluation of Psychologists. The evaluation instrument developed by the psychologists' UCC and the Psychological Services Manager in May of 1999 will be used to evaluate psychologists. This form is subject to modification by mutual agreement of the parties. [This language is replaced with the TDES Article.]~~

Section 8. Guidance Counselors

- H. ~~A Joint Committee of Guidance Counselors and Administration (JoCOGuCA) shall be formed with four counselors appointed by the CTU and four administrators appointed by the District to recommend resolutions to guidance issues to LMC, specifically including computerization of night school grades, computerization of counselor check sheets, procedures for student transfers, and development of a guidance counselor evaluation form. [This language is replaced with the TDES Article.]~~